

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A1		PAGE 1 OF 151 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N00019-12-R-0035		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10 Jul 2012		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL AIR SYSTEMS COMMAND AIR-2.2.1.2 BLDG 2272 SUITE 453 47123 BUSE ROAD UNIT IPT PATUXENT RIVER MD 20670-1547  CODE N00019  TEL: SEE SECTION A FAX: 301-757-7054				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  CODE  TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>02:00 PM</u> local time <u>12 Sep 2012</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KARA BRISCOE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-757-7086				C. E-MAIL ADDRESS kara.briscoe@navy.mil			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>						
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I	CONTRACT CLAUSES		38 - 50		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 6	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		7 - 8	X	J	LIST OF ATTACHMENTS		51		
X	D	PACKAGING AND MARKING		9 - 11	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>						
X	E	INSPECTION AND ACCEPTANCE		12 - 14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		52 - 62		
X	F	DELIVERIES OR PERFORMANCE		15 - 20							
X	G	CONTRACT ADMINISTRATION DATA		21 - 24	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		63 - 141		
X	H	SPECIAL CONTRACT REQUIREMENTS		25 - 37	X	M	EVALUATION FACTORS FOR AWARD		142 - 151		
<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CONTACT INFORMATION

**Points of Contact for ALL Communications:**

Kyle Richmond, AIR 2.2.1.2  
Procurement Contracting Officer  
[Kyle.richmond@navy.mil](mailto:Kyle.richmond@navy.mil)  
(301) 757-5023

Or

Kara Briscoe, AIR 2.2.1.2  
Contract Specialist  
[Kara.briscoe@navy.mil](mailto:Kara.briscoe@navy.mil)  
(301) 757-7086

**Classified Mailing Information:**

Classified material submitted to NAVAIR via the United States Postal Service or through an overnight express carrier must be addressed as follows:

Outer Wrap:      COMMANDER  
                         ATTN CONTRACTS AIR 22 DIVISION  
                         NAVAL AIR SYSTEMS COMMAND  
                         47123 BUSE ROAD BLDG 2272 STE 453  
                         PATUXENT RIVER MD 20670

Inner Wrap:      Commander  
                         ATTN Kyle Richmond, AIR 2.2.1.2  
                         Solicitation N00019-12-R-0035  
                         Naval Air Systems Command  
                         47123 Buse Road Bldg 2272, Ste 453  
                         Patuxent River MD 20670

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Next Generation Jammer (NGJ) TD Phase CPIF		Lot		
				TARGET COST	TBD
				TARGET FEE (6%)	TBD
				TOTAL TGT COST + FEE	TBD
				MINIMUM FEE (0%)	TBD
				MAXIMUM FEE (8%)	TBD
				SHARE RATIO ABOVE TARGET	40%/60%
				SHARE RATIO BELOW TARGET	70%/30%

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0002	NGJ Pod Message Simulator	NSP
	Quantity eight (8) NGJ Pod Message Simulators to include hardware and software. FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0003	Contract Data Requirements	NSP
	Technical, Financial, and Administrative Data in Support of CLINs 0001 and 0002. FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Travel COST Travel in support of NGJ TD Phase. See Pricing Note B1 and Table B1.		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	EIRP Performance Incentive Fee FFP Amount to be filled in by the Government at time of fee determination. See H-1 Clause.		Lot		

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	RESERVED FFP				

NET AMT

---

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Lot		
OPTION	Rights in Technical Data FFP See Pricing Note B2 and Table B2.				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Lot		
OPTION	Rights in Computer Software FFP See Pricing Note B2 and Table B2.				

---

NET AMT

**PRICING NOTES**

**Pricing Note B1:** Contractor fee shall not be included on CLIN 0004 for Prime Contractor travel.

Offerors are to complete the following table by proposing all of their approved indirect costs and applicable burdens for the CLIN 0004 as shown below. In Section B within CLIN 0004, offerors shall add their indirect costs and applicable burdens shown below to the Government estimated amounts to determine the proposed amounts to be provided on the Estimated Cost line:

**Table B1: Pricing Table for CLIN 0004**

CLIN	Government Estimated Amounts	Contractor Added Indirect Costs/Burdens	Total CLIN Value
0004	\$4,000,000	(LIST)	(LIST)

**Pricing Note B2:** The offeror is encouraged but not required to provide prices in Table B-2 for those items to which the offeror is asserting Restricted or Limited Rights in the Data Rights Assertion List completed in Section K, DFARS 252.227-7017 or for which a Special Licensing Agreement may be proposed for Commercial Items in accordance with DFARS 252.227-7015.

**Table B2: Pricing Table for Option CLINs 0007 and 0008**

Technical Data or Computer Software to be Furnished With Restrictions	Option CLIN (0007 or 0008)	Proposed License (Identify if Gov't Purpose or Special License Rights. If Special License Rights provide a copy of the Special License.)	Price for License
(LIST)	(LIST)	(LIST)	(LIST)

## Section C - Descriptions and Specifications

**Items 0001 and 0002**—The supplies and services provided herein shall be performed in accordance with Attachment (1) “Next Generation Jammer Technology Development Statement of Work” and Attachment (2) “Next Generation Jammer System Performance Specification PMA234-14710.”

**Item 0003**— When required by a Contract Data Requirements List (CDRL), the Contractor shall furnish technical, financial, and administrative data in accordance with the DD Form 1423. Data Accession List (DAL) items shall be furnished in accordance with paragraph 3.1.1.1.1 and Exhibit D of the Attachment (1) “Next Generation Jammer Technology Development Statement of Work.” If Option Items 0007 and/or 0008 are exercised, the Contractor shall appropriately remark and resubmit the applicable Item 0003 deliverables.

**Item 0004**— The Prime Contractor shall travel in accordance with Attachment (1) “Next Generation Jammer Technology Development Statement of Work,” adhering to the Joint Travel Regulation (JTR). There shall be no fee for travel.

**Item 0005**: See H-1 Clause.

**Option Item 0007**— The Contractor shall deliver licenses for Government Purpose Rights as defined in DFARS 252.227-7013 or Special License Rights, as defined by the terms of the Licensing Agreement, for technical data delivered under this contract.

**Option Item 0008**— The Contractor shall deliver licenses for Government Purpose Rights as defined in DFARS 252.227-7014 or Special License Rights, as defined by the terms of the Licensing Agreement, for computer software delivered under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

#### 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (AUG 2011 )

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Contracting Officer’s Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor’s Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, **Vince Mankowski** at [vincent.mankowski@navy.mil](mailto:vincent.mankowski@navy.mil) shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the [NAVAIR\\_SAAR.fct@navy.mil](mailto:NAVAIR_SAAR.fct@navy.mil) mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor

documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.



## Section D - Packaging and Marking

**Item 0001-** Packaging and Marking is not applicable.

**Item 0002** – The supplies to be furnished hereunder shall be preserved, packaged, packed, and marked to ensure safe delivery at destination in accordance with NAVAIR Clause 5252.247-9509.

**Item 0003** – When required by a Contract Data Requirements List (CDRL), the Contractor shall furnish technical, financial, and administrative data in accordance with the DD Form 1423. DAL items shall be furnished in accordance with paragraph 3.1.1.1.1 and Exhibit D of the Attachment (1) “Next Generation Jammer Technology Development Statement of Work.” If Option Items 0007 and/or 0008 are exercised, data submitted shall be Packaged and Marked in accordance with the applicable DD 1423.

**Items 0004-0005-** Packaging and Marking is not applicable.

**Option Items 0007 and 0008** –Packaging and Marking is not applicable.

## CLAUSES INCORPORATED BY FULL TEXT

**252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")      ACT

---

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

## CLAUSES INCORPORATED BY FULL TEXT

**5252.223-9502 HAZARDOUS MATERIAL (NAVAIR)(APR 2009) -**

(a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Environmental Director:

Naval Air Systems Command  
47013 Hinkle Circle  
Bldg 416 Rm 200B  
Patuxent River, MD 20670  
(301) 757-6177

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

**Classified shipping address:****Outside Cover Address:**

Commander  
Code 41230EE  
Naval Air Weapons Center-Weapons Division  
575 I Avenue, Suite 1  
Pt Mugu, CA 93042-5049

**Inside Cover Address:**

Commander  
Code 41230EE (R. Massey)  
Naval Air Weapons Center-Weapons Division  
575 I Avenue, Suite 1  
Pt Mugu, CA 93042-5049

**Unclassified shipping address:**

Commander  
Naval Air Weapons Center-Weapons Division  
Bldg 3015, Rm 136, EA-18G Lab  
Attn: Robert Massey, Code 41230EE  
Pt Mugu, CA 93042-5049

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

## Section E - Inspection and Acceptance

**Item 0001:** Inspection and acceptance of the efforts performed under the Attachment (1) “Next Generation Jammer Technology Development Statement of Work” shall be made by Government review and approval (when required by blocks 7 and 8 of the DD Form 1423) of data submittals under the Exhibit A-CDRLs. Final acceptance of Item 0001 shall not be made until Government acceptance of all hardware deliverables under Item 0002, contractor delivery of all data required in Item 0003, and Government approval of all data submissions under Item 0003 when required by blocks 7 and 8 of the DD Form 1423.

**Item 0002:** Inspection and acceptance of the NGJ Pod Message Simulators shall be made upon successful completion of the Acceptance Test Plan/Procedure approved under CDRL AE07. Government acceptance will be evidenced by execution of a DD Form 250, Material and Inspection Receiving Report, at time of delivery.

**Item 0003:** Inspection and acceptance of technical, financial, and administrative data required by a CDRL shall be made in accordance with the DD Form 1423. When required by block 8 of the DD Form 1423, execution of an unconditional DD Form 250, Material and Inspection Receiving Report, will constitute Government acceptance of the data. DAL items listed in Appendix D of the Attachment (1) “Next Generation Jammer Technology Development Statement of Work” shall be made available on the Government Team SharePoint Virtual Work Environment (VWE)/Collaborative Data Environment (CDE) which constitutes "delivery" of the DAL item and does not require formal submission by the Contractor nor formal acceptance by the Government.

**Item 0004:** Inspection and acceptance of travel costs are not applicable.

**Item 0005** - See H-1 Clause.

**Option Items 0007 and 0008:** Inspection and acceptance shall be made upon resubmission of data under Item 0003.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	Reserved	Reserved	Reserved	Reserved
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

### 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
[ X] <u>Quality Management System-Aerospace-Requirements</u>	<u>AS9100RevC</u>	<u>Jan 2009</u>	<u>N/A</u>

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **DCMA ACO or duly authorized representative.**

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled N/A. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)**

For the purpose of FAR Clause 52.232-25, “Prompt Payment”, paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 30<sup>th</sup> day after the contractor delivered the supplies or performed the services.

## Section F - Deliveries or Performance

**Item 0001:** The Contractor shall perform the efforts required by the Attachment (1) “Next Generation Jammer Technology Development Statement of Work” and Attachment (2) “Next Generation Jammer System Performance Specification PMA234-14710” for a period of twenty-two (22) months from contract award.

**Item 0002:** Delivery of the eight (8) NGJ Pod Message Simulators (to include hardware and software) shall occur sixty (60) days prior to Preliminary Design Review (PDR). Delivery terms shall be F.o.B Destination to the following address:

## Classified shipping address:

## Outside Cover Address:

Commander  
Code 41230EE  
Naval Air Weapons Center-Weapons Division  
575 I Avenue, Suite 1  
Pt Mugu, CA 93042-5049

## Inside Cover Address:

Commander  
Code 41230EE (R. Massey)  
Naval Air Weapons Center-Weapons Division  
575 I Avenue, Suite 1  
Pt Mugu, CA 93042-5049

## Unclassified shipping address:

Commander  
Naval Air Weapons Center-Weapons Division  
Bldg 3015, Rm 136, EA-18G Lab  
Attn: Robert Massey, Code 41230EE  
Pt Mugu, CA 93042-5049

**Item 0003:** Delivery of technical, software, financial, and administrative data required by a CDRL shall be made in accordance with the applicable DD Form 1423. Delivery of DAL items listed in Appendix D of the Attachment (1) “Next Generation Jammer Technology Development Statement of Work” shall be made to the Government Team SharePoint VWE/CDE. Delivery terms for all data shall be F.o.B Destination.

**Item 0004:** The Contractor shall travel as required during the period of performance of this contract.

**Item 0005:** Not applicable.

**Option Items 0007 and 0008:** Not applicable.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

### **252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)**

(a) Definitions. As used in this clause--

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [IUID Equivalents](#).

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.



“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [UII Types](#).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No	Item description
N/A	

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

## (4) Unique item identifier.

## (i) The Contractor shall--

## (A) Determine whether to--

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

## (ii) The issuing agency code--

## (A) Shall not be placed on the item; and

## (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [Data Submission Info](#).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)**

(a) The contract shall commence on the date of contract award and shall continue for a period of twenty-two (22) months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)**

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
<u>To be filled in at time of award</u>		

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

### **5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code AIR 2.2.1.2

(2) ACO, Code TBD

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: **See block 16 “Remarks” for addressee information when mailing is required by the DD 1423.**

## Section G - Contract Administration Data

**G-1 Contract Billing**

The contractor and any lower tier contractor that will have a contract valued at over \$10 million shall bill expenditures once every two (2) weeks.

## CLAUSES INCORPORATED BY REFERENCE

252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

## CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(JAN 2012)**

(a) The Technical Point of Contact (TPOC) for this contract is [the NGJ Technology Director, Stuart Altizer, stuart.altizer@navy.mil](mailto:stuart.altizer@navy.mil).

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order Manager (TOM) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the contracting officer.

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, the TPOC may assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: [To Be Filled in by the Offeror](#)  
 PHONE (BUS): \_\_\_\_\_  
 PHONE (AFTER HOURS): \_\_\_\_\_

**ALTERNATE:**

NAME: [To Be Filled in by the Offeror](#)  
 PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR)(MAY 2006) - ALT I (MAY 2006)**

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated
<u>TBD</u>		

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

#### CLAUSES INCORPORATED BY FULL TEXT

#### 5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at N/A or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Functional Information](#) and [WAWF Training](#) websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
DoDAAC Description	Located in Block					
	DD1155 (Destination Acceptance)	DD1155 (Source/Origin Acceptance)	SF26	SF33	SF1449	SF1449 (Destination Acceptance)
Issuing Office DoDAAC	6	6	5	7	7	9
Administrating Office DoDAAC	7	7	6	24	26	16
Inspector's DoDAAC	See Schedule	See Schedule	11	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	14	See Schedule	11	See Schedule	See Schedule	15
Pay Office DoDAAC	15	16	12	25	27	18a

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9501	<a href="mailto:Stuart.Altizer@navy.mil">Stuart.Altizer@navy.mil</a>	(301) 757-7972	Technical Point of Contact
Michael Wyman	<a href="mailto:Michael.Wyman@navy.mil">Michael.Wyman@navy.mil</a>	(301)-757-0656	
LDCR Robert D. Cassidy	<a href="mailto:Robert.Cassidy@navy.mil">Robert.Cassidy@navy.mil</a>	(301) 757-0228	

#### **5252.232-9528 Reimbursement of Costs Associated with OPNAV Services (NAVAIR) (JUN 2012)**

This procurement does not contain the requirement to support the Office of the Chief of Naval Operations (OPNAV). No such requirement is included in the Statement of Work nor shall be contained in any flow down requirements to subcontracts. Since OPNAV service support is not a requirement of the statement of work, the Contracting Officer's Representative (COR) is prohibited from endorsing any such costs/charges. The Government will not pay for such costs as they are outside the scope of this contract.

CLAUSES INCORPORATED BY FULL TEXT

#### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are **not being designated at this time. However, future changes in administration functions will be** as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.



## Section H - Special Contract Requirements

### **H-1 Determination of Incentive Fees**

The contractor may earn incentive fee under this contract in the following areas: (1) incentive fee paid under FAR 52.216-10 for controlling costs; and (2) incentive fee based upon the extent to which the contractor achieves the performance incentive described herein. The CLIN 0001 target cost shall be used as the target cost for **all** of the incentive fee calculations covered by this clause.

The earned incentive fee under the two incentives will be calculated as follows:

#### **Incurred Cost Incentive:**

- In accordance with FAR 52.216-10, "Incentive Fee (JUNE 2011)," the cost incentive fee payable under this contract shall be the target fee of 6% of the target cost increased by 30 cents for every dollar that the total allowable cost is less than the target cost (an underrun share ratio of Government 70%/Contractor 30%), or decreased by 60 cents for every dollar that the total allowable cost exceeds the target cost (an overrun share ratio of Government 40%/Contractor 60%). In no event shall the fee be greater than 8% or less than 0% of the target cost.

#### **Performance Incentive**

- Performance: A prototype demonstration will be conducted in accordance with the NGJ TD SOW Sections 3.5.2.1.2 and 3.5.2.1.2.c to demonstrate Effective Isotropic Radiated Power (EIRP) for both Mid Band 1 and Mid Band 2 using a single, continuous wave (CW) frequency. The Mid Band 1 measurements will be made at ten equally spaced points over the Mid Band 1 frequency range, with the first point measured at the lowest Mid Band 1 frequency and the last point measured at the highest Mid Band 1 frequency. The Mid Band 2 measurements will be made at ten equally spaced points over the Mid Band 2 frequency range, with the first point measured at the lowest Mid Band 2 frequency and the last point measured at the highest Mid Band 2 frequency. If the prototype demonstration meets EIRP performance thresholds detailed in cSPS 27, cSPS 759, and cSPS 160 of the NGJ SPS PMA234-14710, at each of the measured points, the contractor will be paid an incentive fee of 4% of the target cost of CLIN 0001. Failure of the prototype demonstration to meet the EIRP performance threshold at any of the twenty measured frequency points shall result in no performance incentive payment.

### **H-2 Exercise of Option Items 0007 and 0008:**

The Government may exercise its Options to acquire the Technical Data License Rights and/or Software License Rights under Option Items 0007 and 0008 at the prices stated in Section B, Table B2. The Government may exercise these Option Items in whole or in part by individual Line Item in Table B2. If exercised, Option Items 0007 and 0008 will be awarded no later than 45 days prior to contract completion and shall only be exercised once each. Notice of intent to exercise one or both Option Item(s) will occur by written notice delivered by mail or electronic commerce methods from the Procurement Contracting Officer seven (7) days prior to execution of the option(s).

### **H-3 Items on the Data Accession List (DAL) and License Rights**

Technical data and computer software listed on the Data Accession List (DAL) shall carry the same rights as if the items were required for delivery by a Contract Data Requirements List (CDRL). The contractor shall mark the items in accordance with DFARS 252.227-7013, 252.227-7014, and 252.227-7015.

#### **H-4 Special Arrangements**

Affordability is a requirement of this and any follow-on NGJ contract. Contractors shall not enter into teaming agreements and subcontract arrangements that increase cost to the Government. Prior to entering into a special arrangement with another firm, including subcontractors, relative to the performance of this or any other NGJ contract, the contractor shall disclose such an arrangement to the Government for review and approval. For purposes of this clause, special arrangements are defined as any arrangement which includes commitments regarding future business or profit. Special arrangements include but are not limited to work share agreements, joint ventures, partnerships, long term agreements, unique fee agreements, etc. The Contractor shall not enter into any such agreements, or modify such agreements, without the express written approval of the Contracting Officer. The Contracting Officer reserves the right to reject any arrangements that increase cost to the Government, inhibit competition, guarantee future business, establish profit for future contracts or are deemed not to be in the best interest of the Government.

#### **H-5 Future Requirements Affordability**

Affordability is a requirement of this and any follow-on contract for NGJ. For purposes of this clause, a NGJ shipset includes two (2) NGJ mid-band pods. The Government intends to procure a total of nine (9) Engineering Development Model (EDM) shipsets and a total of nine (9) Low Rate Initial Production (LRIP) 1 shipsets in the future. The Government target average unit cost is \$23.6 (TY\$M) per EDM shipset over a contract period of 2015-2019 and \$24.0M (TY\$M) per LRIP 1 shipset during 2018. These estimates include fully-burdened recurring shipset labor costs, recurring material costs, recurring Systems Engineering, and recurring Program Management only; these estimates do not include recurring A-kit hardware, recurring installation, recurring Integrated Product Support (IPS), Operation and Support (O&S) costs, and fee or profit.

The contractor's average EDM shipset cost is \_\_\_\_\*\_\_\_\_(TY\$M). The contractor's average LRIP 1 shipset cost is \_\_\_\_\*\*\_\_\_\_(TY\$M). The EDM and LRIP 1 average shipset costs provided herein shall serve as not-to-exceed (NTE) costs during future negotiations related to this or subsequent contracts. The NTE average shipset costs shall also be utilized as the starting point for future will cost/should cost analyses when the Government and Contractor are exploring cost reduction opportunities. Any changes to the NTE costs will require supporting rationale and substantiation as part of any follow-on contract proposal or negotiation.

\*To be filled in by offerors as a part of the Volume 6 "Contract Administration" submittal and shall be consistent with the cost submitted under Volume 5 "Cost."

\*\*To be filled in by offerors as a part of the Volume 6 "Contract Administration" submittal

## CLAUSES INCORPORATED BY REFERENCE

252.242-7004 Material Management And Accounting System

MAY 2011

## CLAUSES INCORPORATED BY FULL TEXT

### **252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)**

(a) Definitions. As used in this clause--

“Acceptable earned value management system” means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

“Earned value management system” means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

“Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

To be filled in at time of award

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

To be filled in at time of award

---

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.215-9505 EXCLUSIVE TEAMING ARRANGEMENTS WHICH INHIBIT COMPETITION (NAVAIR)(OCT 2005)**

Offerors who propose teaming arrangements on an exclusive basis will be evaluated to determine whether such teaming agreements inhibit competition. In order for the Government to evaluate whether the proposed agreements inhibit competition, offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents. The burden of proving that any exclusive teaming arrangement proposed does not restrict competition shall rest with the offeror. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.223-9001 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

#### **Class I ODS Identified**

#### **Specification/Standard**

---



---

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)**

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to [Mar-navyhmir@med.navy.mil](mailto:Mar-navyhmir@med.navy.mil) and the Naval Inventory Control Point (NICP) at [wraps.prime.fct@navy.mil](mailto:wraps.prime.fct@navy.mil).

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

**5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)**

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Mark D. Kelly  
Patent Counsel  
NAVAIR AIR-11.0  
47085 Buse Road  
Bldg. 462  
NAS Patuxent River, MD 20670-1546  
(301) 342-9568

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

- (2) Suspension or debarment from future Government contracting actions.
- (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.
- (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)**

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, “52.228-7, “Insurance--Liability to Third Persons” and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker’s Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.



**CLAUSES INCORPORATED BY FULL TEXT****5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(MAY 2012)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within

a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (JUL 1985)**

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

- (a) the amount available for payment and allotted to this incrementally funded contract is \$TBD
- (b) the items covered by such amount are Item(s) TBD; and
- (c) the period of performance for which it is estimated the allotted amount will cover is TBD.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Kyle Richmond, AIR 2.2.1.2  
 Naval Air Systems Command  
 47123 Buse Rd, Bldg 2772, Unit IPT, RM 453  
 Patuxent River, MD 20670-1547  
 (301) 757-5023  
[Kyle.Richmond@navy.mil](mailto:Kyle.Richmond@navy.mil)

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT  
 (NAVAIR) (FEB 2009)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
TBD							

(2 ) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
TBD						

(3 ) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

[List Government material here. If none, then enter "NONE".]

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
TBD						

(4 ) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
TBD						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4 ) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The

contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c ) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d ) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

#### **5252.245-9520 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR)(OCT 2005) - ALT I (AUG 2003)**

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the EA-18G associate contractors to ensure complete compatibility between equipment, data, and services for the EA-18G to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

The Boeing Company

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into a written Associate Contractor Agreement with each of the other applicable associate contractors.

(d) Each Associate Contractor Agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data (data) relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of data. Descriptive detail of the data to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) Services to be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of data results in the need to obtain access to proprietary information, the contractor agrees to include in the Associate Contractor Agreements the terms and conditions under which the contractor and associate contractors agree to exchange such proprietary information. The Contractor hereby agrees not to use, modify, reproduce, release, perform, display, or disclose such proprietary information unless specifically authorized in writing to do so under the Associate Contractor Agreements.

(f) The Associate Contractor Agreements shall permit the exchange of data between the associate contractors. The Agreements shall be structured so that all contractors and associate contractors are obligated to protect proprietary information from all unauthorized use or disclosure for as long as such information remains proprietary.

(g) "Proprietary Information" means information that embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information: ☐ ☒ is not known or available from other sources without obligations concerning its confidentiality; ☐ ☒ has not been made available by the owners to others without obligation concerning its confidentiality; ☐ ☒ is not already available to the Government without obligation concerning its confidentiality; and ☐ ☒ has not been developed independently by persons who have had no access to the information.

(h) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(i) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly notify the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of the contractor and its associate failure to: (1) resolve Associate Contractor Agreements disputes; (2) promptly refer matters to the PCO; or (3) to implement PCO directions.

(j) Certain data items identified in the DD Form 1423, Contractor Data Requirements List, require appropriate and timely data inputs from associate contractor(s) to permit the contractor to complete integrated data efforts. Should the lack of timely associate contractor support impede the contractor in discharging this obligation, the contractor shall accomplish the basic release of the integrated data less the associate contractor(s) input. The contractor shall update and forward the integrated data within thirty (30) days after receipt of associate contractor(s) input data.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9503 SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)**

(a) The effort to be performed under this contract includes a series of systems engineering technical reviews to review the design/development of the system and assess the progress towards meeting the technical and/or performance requirements set forth in this contract. The reviews will provide an independent assessment of the emerging design/development of the system against the contractual requirements and user's capabilities requirements.

(b) Government express or implied approval of any particular technical approach or deliverable does not alter the Contractor's responsibility to meet the requirements of the contract. The contractor maintains design responsibility for the system at all times.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-7	Information Regarding Responsibility Matters	FEB 2012
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999

52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-6	Royalty Information	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010

52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DoD Contracts) (Deviation)	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2011



252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7021	Trade Agreements	MAY 2012
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	MAY 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2012
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.241-7001	Government Access	DEC 1991
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010
252.251-7000	Ordering From Government Supply Sources	NOV 2004

## CLAUSES INCORPORATED BY FULL TEXT

**52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)**

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks
- (d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/)

#### **52.216-10 INCENTIVE FEE (JUN 2011)**

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by See H-1 Clause cents for every dollar that the total allowable cost is less than the target cost or decreased by See H-1 Clause cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than See H-1 Clause percent or less than See H-1 Clause percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance-Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

## CLAUSES INCORPORATED BY FULL TEXT

### **52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)(DEVIATION 2012-O0003)(JAN 2012)**

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR, Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)

(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of

which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR, Part 9904 or a CAS rule or regulation in 48 CFR, Part 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

## CLAUSES INCORPORATED BY FULL TEXT

### **52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as

described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

## **52.244-2 SUBCONTRACTS (OCT 2010)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--



(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **All Subcontracts in excess of \$1,000,000.00**

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Certified Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

— \*



\*(To be completed at time of award)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**252.215-7006 USE OF EMPLOYEES OR INDIVIDUAL SUBCONTRACTORS WHO ARE MEMBERS OF THE SELECTED RESERVE (OCT 2008)**

(a) Definition. Selected Reserve, as used in this clause, has the meaning given that term in 10 U.S.C. 10143. Selected Reserve members normally attend regular drills throughout the year and are the group of Reserves most readily available to the President.

(b) If the Contractor stated in its offer that it intends to use members of the Selected Reserve in the performance of this contract--

(1) The Contractor shall use employees, or individual subcontractors, who are members of the Selected Reserve in the performance of the contract to the fullest extent consistent with efficient contract performance; and

(2) The Government has the right to terminate the contract for default if the Contractor willfully or intentionally fails to use members of the Selected Reserve, as employees or individual subcontractors, in the performance of the contract.

**252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

**252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Naval Air Systems Command under Contract No. TBD.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Naval Air Systems Command.

**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

## Section J - List of Documents, Exhibits and Other Attachments

**NOTE:** This contract includes information that has either been designated as “Distribution D” and is only releasable to current and approved Department of Defense (DoD) Contractors, or is sensitive to general release. Under these designations, access to the NGJ TD attachments marked with an asterisk (\*) are being controlled.

DOCUMENT TYPE	DESCRIPTION	DATE
Exhibit A	Next Generation Jammer Technology Development DD1423 Contract Data Requirements List (CDRL)	6/26/2012
*Attachment (1)	Next Generation Jammer Technology Development Phase Statement Of Work v1.0	6/22/2012
*Attachment (2)	Next Generation Jammer System Performance Specification (CLASSIFIED) Version 4.1	6/05/2012
Attachment (3)	Next Generation Jammer DD 254	6/19/2012
Attachment (4)	Next Generation Jammer Subcontracting Plan (to be attached at time of award)	TBD
Attachment (5)	Next Generation Jammer Data Rights Assertions (to be attached at time of award)	TBD
Attachment (6)	Next Generation Jammer Cost and Software Data Reporting Plan	5/3/2012
*Attachment (7)	Next Generation Jammer Government Furnished Information (GFI) List v1.0	6/26/2012
Attachment (8)	Next Generation Jammer Integrated Master Plan (to be attached at time of award)	TBD
Attachment (9)	Next Generation Jammer Subcontract Management Plan (to be attached at time of award)	TBD
*Attachment (10)	Next Generation Jammer Open Systems Management Plan (to be attached at time of award)	TBD
Attachment (11)	Next Generation Jammer Scheduled Government-Furnished Property (to be attached at time of award)	TBD
Attachment (12)	Next Generation Jammer Requisitioned Government-Furnished Property (to be attached at time of award)	TBD

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

252.225-7003	Report of Intended Performance Outside the United States and OCT 2010	
	Canada--Submission with Offer	
252.234-7003	Notice of Cost and Software Data Reporting System	NOV 2010

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2011)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.
- (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) Definitions. As used in this provision--

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.acquisition.gov> (see 52.204-7).

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)(DEVIATION 2012-O0003)(JAN 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that:

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

#### II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

#### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

### 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

### 252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (NOV 2011) - ALT A (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.



(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus. Applies to all solicitations and contracts with institutions of higher education.

(iii) 252.216-7003, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wages rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7003, Tax Exemptions (Italy). Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7005, Tax Exemptions (Spain). Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☒ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☒ (ii) 252.225-7000, Buy American Act- Balance of Payments Program Certificate.

- [ ] (iii) 252.225-7020, Trade Agreements Certification.  
 [ ] Use with Alternate I.  
 [ ] (iv) 252.225-7022, Trade Agreements Certificate - Inclusion of Iraqi End Products.  
 [ X ] (v) 252.225-7031, Secondary Arab Boycott of Israel.  
 [ X ] (vi) 252.225-7035, Buy American Act - Free Trade Agreements - Balance of Payments Program Certificate.  
 [ ] Use with Alternate I.  
 [ ] Use with Alternate II.  
 [ ] Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph(d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

#### **252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.234-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (APR 2008)**

- (a) If the offeror submits a proposal in the amount of \$50,000,000 or more--

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

- (i) The plan shall--

(A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(B) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(C) Describe the management system and its application in terms of the EVMS guidelines;

(D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(iii) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

- (b) If the offeror submits a proposal in an amount less than \$50,000,000--

(1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include--

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and

(ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

**5252.215-9504 WRITTEN RELEASE FOR USE OF NON-GOVERNMENT PERSONNEL IN  
EVALUATION OF PROPOSALS (NAVAIR) (OCT 2005)**

(a) Offerors are hereby notified that non-government participants will have access to the offerors' proposals. The non-government participants are employees of TBD under contract to the Government. They will serve as technical advisors to the Government and will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. All non-government personnel have signed certificates of non-disclosure and financial interest, or their equivalent documents.

(b) By signing below the offeror provides written release to the Government for the disclosure of proprietary information to the non-government participants in the source selection.

Signature of Company Official: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

(c) If the contractor is not willing to provide this consent, written notification to the Procuring Contracting Officer (PCO) is required no later than 30 days prior to the proposal delivery date.

**5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD  
CLEARANCE PURPOSES (NAVAIR) (FEB 1995)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

---

---

---

---

---

---

---

---

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

**5252.245-9506 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (DEC 2010)**

Offeror represents that, contract performance [ ] does, [ ] does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights.

## Section L - Instructions, Conditions and Notices to Bidders

**L-1 CONTENT OF PROPOSALS (SUPPLIES OR SERVICES) (JULY 2012)****PART A GENERAL INSTRUCTIONS**

Offerors are required to submit sufficient information concerning all factors to enable Government personnel to fully ascertain capabilities of the Offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the Offeror's approach, expertise, experience and capability as required by the solicitation. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and associated risks and is able, willing and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements and potential risk areas. Respond to all requirements of the solicitation. Do not alter or rearrange the solicitation. The burden of proof for all substantiation within the proposal rests with the Offeror. The Offerors are advised that the Government may incorporate into the final contract any part of the Offeror's proposal deemed beneficial to the Government. With the exception of the Cost Volume 5, Contract Administration Volume 6, and the optional Streamlined Alternate Proposal Addendum Book B Volume 7B, no cost should appear in any other volume. **Alternate proposals are not acceptable, with the exception of any proposed streamlined alternate approaches proposed in accordance with Volume 7, Streamlined Alternate Proposal Addendum.**

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. It is the responsibility of the Offeror to present enough information to allow the various work efforts, support, and management approaches, as well as cost, to be meaningfully evaluated without discussions. Statements that the prospective Offeror understands, can or will comply with the specifications, and paraphrasing the requirements or parts thereof are considered inadequate and may render a rating of unsatisfactory.

The Offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. There is no need to repeat information in more than one volume if an overlap exists; the detailed information must be included in the most logical place and summarized and referenced in other areas. Unnecessarily elaborate brochures or other presentation beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

Offerors are expected to comply with all requirements of the RFP. The Government advises Offerors that taking exception to or deviating from any term or condition of the RFP may make an offer unacceptable, and the Offeror ineligible for award. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.001. Additionally, any approach that relies on Government resources or operations (e.g. Government Furnished Property, Government Furnished Equipment, Government personnel/actions, Government Concept of Operation

changes, etc) in order to comply with a requirement, unless otherwise allowed, may be considered non-compliant.

Throughout these instructions, “Principal Subcontractors” are defined as a subcontractor who provides at least 10% of the proposed total cost (excluding the Offeror’s profit/fee), for the contract. Team Members are the entities that make up a joint venture/single legal entity (JV/SLE) or any other partnership or teaming arrangement that is formed for the purpose of responding to this solicitation. Critical Subcontractors are entities of the Offeror that perform a critical function in the performance of the resulting contract, whether it is technical or financial, and/or have important roles in any high or medium risk areas identified in the Offeror’s proposal.

## **1.0 PROPOSAL FORMAT**

Proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted) with the exception of Cost Attachments which may be submitted in 8 pt font as in the template, single-spaced with 1-inch margins all around, and formatted for/printed on standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs and tables shall be presented in no smaller than a 10 pt font. Graphs should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented. Each volume or book shall be provided separately in a 3-ring binder. The binders shall be of an appropriate thickness for the number of pages it contains (e.g., a 30-page book shall not be placed in a 2-inch binder).

Oral Presentation charts should be formatted so they are legible to personnel in a conference room with approximately 50 seats.

The subjects listed in the “Proposal Structure” table break out the proposal information into an oral portion and a written portion, resulting in numbering within the written portion of the proposal that is not in chronological order (e.g., 2.2.1, 2.2.2B, & 2.2.4). The Offeror may leave place holders to maintain and automatically generated numbering scheme by software products (e.g., in the written proposal the Offeror may place a note under the 2.2.2 A heading that the information is covered in the Oral Presentation portion of the proposal vice the written portion of the proposal and vice versa).

## **2.1 Electronic Submission of Proposal**

The Offeror will provide two complete copies of the proposal to the PCO as electronic files fully compatible with Microsoft Office 2007 and the latest Adobe Acrobat reader on a CD-ROM. This section is intended to provide information to the Offeror on the electronic format and application software to be used for submitting proposals. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and install



proposals onto the electronic evaluation system, and will help ensure that the proposals received are suitable for reading electronically.

### **2.1.1 Electronic Proposal Media**

The Offeror shall submit all electronic volumes of its proposal on CD-ROM(s) compatible with the operating system and applications defined in paragraph 2.1.2 below. The Offeror shall put as much proposal material as possible on each CD-ROM except for the Cost Volume 5 and the Small Business Plan. The Cost Volume 5 and the Small Business Plan shall be delivered on separate CD-ROM(s). The Offeror shall submit two copies of the electronic portions of its proposal. One set of CD-ROM disks shall be marked "Master" and another shall be marked "Back-Up." Both sets of CD-ROM disks shall be clearly marked with the Offeror's name and address, the point of contact's name and phone number, and proposal volumes contained therein. The Offeror shall be responsible for ensuring electronic proposals are virus free in accordance with paragraph 2.1.4.

### **2.1.2 Operating System and Applications**

The proposals will be accessed via NMCI Microsoft Windows XP Server network. Two identical proposals shall be submitted in separate, paperless versions. One version will be submitted in Adobe Portable Document Format (.pdf), and one version in Microsoft Office 2007. The .pdf version should meet page count suggestions when read by Adobe Acrobat Reader 8.0. The .pdf document must be fully searchable in Adobe. The Offeror shall submit the proposal in a second format with the identical content of the .pdf version using Microsoft Office 2007 applications for Windows. The Microsoft Office 2007 applications version may vary slightly from the page suggestions above as a result of print drivers or formatting. However, the Offeror shall be responsible for ensuring that the .pdf and Microsoft Office 2007 applications versions contain the identical information. The appropriate Microsoft Applications are Microsoft Word, Microsoft Excel, Microsoft PowerPoint, for Office 2007 and Microsoft Project 2007. Use of other application software for submission of proposals is prohibited except where specific instructions for non-Office 2007 Applications are provided. However, other applications (e.g., non-Microsoft drawing programs) can be used in proposal preparation as long as the electronic product can still be viewed by the Microsoft application as an object embedded within the document (i.e., Word, Excel, PowerPoint or Project).

### **2.1.3 Hyperlinks**

The Offeror may use hyperlinks within and among proposal volumes. However, there shall be no links from any other volume into the Cost Volume 5. The Offeror may create links from the Cost Volume 5 into other volumes.

#### **2.1.4 Virus Free Electronic Submission**

The Offeror shall be responsible for ensuring that its electronic proposal is virus free. The Offeror shall certify in its proposal cover letter that all electronic proposal information has been checked for viruses, and what software, version and virus definitions were used to check the data. The Offeror shall also ensure and certify that any subsequent proposal information (e.g., evaluation notices, and Final Proposal Revisions) is also virus free.

#### **2.1.5 Multimedia**

The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal documents.

#### **2.1.6 Graphics**

Large files require greater computer system resources and are discouraged. The Offeror is encouraged to:

- Simplify the color palette used in creating figures.
- Minimize size of graphics files
- Avoid scanned images.

### **3.0 PROPOSAL CONTENT AND VOLUMES**

The Offeror must present its proposal information in a manner that facilitates a one for one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its paragraph number/letter is identical to the Proposal Instructions paragraph number to which it is responding, although the Offeror may add lower tier sub paragraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror's proposal.

Each written volume of the proposal shall be submitted as one original and additional copies as specified in the table below. Submission of all volumes of the original proposal to the address provided in section 4.0 will determine timeliness of receipt. Suggested page counts for each volume, if any, are also specified in the table below as follows (title and table of contents pages do not count towards page suggestions):

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Section B Specific Instructions. Annexes do not have suggested page counts and do not count towards the suggested page count. The authorized Annexes are summarized in the table below.

Table A.3.0 Proposal Structure

Volume Number	Volume Title	Recommended Charts/ page count	Copies Required
1	EXECUTIVE SUMMARY	50	1 Original/4 Copies
2	TECHNICAL	-	-
2A	ORAL PRESENTATION	235	1 Original /4 Copies
	<b>2.1 Design Approach</b>		
	<b>2.1.1 Systems Approach</b>		
	2.1.1.1A System Overview	40	
	2.1.1.2 Built-in-Test (BIT)	15	
	2.1.1.3 Platform Integration	30	
	2.1.1.5 Open Systems Architecture	20	
	2.1.1.6 Supportability and IPS Management	40	
	<b>2.1.2 Key System Performance Criteria</b>		
	2.1.2.4 System and Assignment Management	30	
	<b>2.2 Program &amp; Schedule</b>		
	2.2.2A Integrated Master Schedule (IMS)	10	
	2.2.6 GFP/GFE/GFF/GFI	5	
	2.2.7 Risk and Opportunity Management Processes	30	
	2.2.11 CMMI	15	
2B	WRITTEN	-	1 Original / 4 Copies
	<b>2.1 Design Approach</b>		
	2.1.1.1B System Overview (Optional, Classified)	5	
	2.1.1.4 Aeromechanical/ Air Vehicle	25	
	<b>2.1.2 Key System Performance Criteria</b>		
	2.1.2.1 EIRP	50	
	2.1.2.2 Frequency and Spatial Coverage	40	
	2.1.2.3 Jamming Techniques	40	
	2.1.2.4B System and Assignment Management (Optional, Classified)	10	
	2.1.2.5 Size and Weight	30	
	<b>2.2 Program &amp; Schedule</b>		
	2.2.1 Integrated Master Plan (IMP)	As needed	
	2.2.2B Integrated Master Schedule (IMS)	As needed	
	2.2.3 Technology Roadmap	As needed	
	2.2.4 System Engineering Management Plan(SEMP)	As needed	
	2.2.5 Anti-Tamper Plan	As needed	
	2.2.8 Master Test Plan	As needed	
	2.2.9 Government Use of Technical Data and Computer Software	As needed	

	2.2.10 Software Development Plan (software engineering management approach)	As needed	
	2.2.12 Affordability Management	As needed	
	2.2.13 Subcontract Management	As needed	
	2.2.14 Small Business Considerations	As needed	
3	PAST PERFORMANCE	75	1 Original/4 Copies
4	CORPORATE EXPERIENCE	75	1 Original/4 Copies
5	COST	As needed	1 Original/4 Copies
6	CONTRACT ADMINISTRATION	As needed	1 Original/4 Copies
7A	STREAMLINED ALTERNATE PROPOSAL ADDENDUM BOOK A (Optional)	As needed	1 Original/4 Copies
7B	STREAMLINED ALTERNATE PROPOSAL ADDENDUM BOOK B (Optional) with Cost Information	As needed	1 Original/4 Copies
Annex A	Integrated Master Plan	As needed	1 Original/4 Copies
Annex B	Integrated Master Schedule	As needed	1 Original/4 Copies
Annex C	Systems Engineering Management Plan	As needed	1 Original/4 Copies
Annex D	Anti Tamper Plan	As needed	1 Original/4 Copies
Annex E	GFP/GFE/GFF/GFI List	As needed	1 Original/4 Copies
Annex F	Master Test Plan	As needed	1 Original/4 Copies
Annex G	Software Development Plan	As needed	1 Original/4 Copies
Annex H	Open Systems Management Plan (OSMP)	As needed	1 Original/4 Copies
Annex I	Small Business / Small Business Subcontracting Plan	As needed	1 Original/4 Copies
Annex J	Subcontracting Management Plan	As needed	1 Original/4 Copies
Annex K	TWBS	As needed	1 Original/4 Copies
Annex L	Past Performance	As needed	1 Original/4 Copies
Annex M	Contractor Experience	As needed	1 Original/4 Copies

Each volume must contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The following table contains the attachments to Section L:

<b>Section L Attachment:</b>	<b>Section L Attachment Name:</b>
Section L Attachment (1)	TWBS Template
Section L Attachment (2)	AT Template
Section L Attachment (3)	Past Performance Questionnaire
Section L Attachment (4)	Summary of Relevant Past Performance Contract Data
Section L Attachment (5)	Contractor Corporate Experience
Section L Attachment (6)	OSMP Template
<b>Section L Cost Attachment Number:</b>	<b>Cost Attachment Name:</b>
Cost Attachment 1 (CA-1)	Program Work Breakdown Structure (PWBS) and PWBS Dictionary
Cost Attachment 2 (CA-2)	Modified DD Form 1921 Example
Cost Attachment 3 (CA-3)	Modified DD Form 1921-1 Example
Cost Attachment 4 (CA-4)	Cost Substantiation
Cost Attachment 5 (CA-5)	Systems Engineering/Program Management
Cost Attachment 6 (CA-6)	Skill Mix/ Composite Direct Labor Rate
Cost Attachment 7 (CA-7)	Government Furnished Equipment/Property/Facilities/Information List
Cost Attachment 8 (CA-8)	Software
Cost Attachment 9 (CA-9)	Recurring Hardware Information
Cost Attachment 10 (CA-10)	Platform Integration Hardware Impact Cost Substantiation
Cost Attachment 11 (CA-11)	Platform Integration Software Impacts

Catalog Card - Each volume must contain an 8 1/2" x 11" Catalog Card containing information from the cover and title page. The back of the card must be formatted with three columns

entitled "Name", "Date Out", and "Date In". This card must be removable from the back of each book.

Table of Contents - The table of contents must provide sufficient detail to enable easy location of important elements.

No cost information, (e.g., DOLLAR VALUES AND / OR HOURLY RATES) shall be included in any volume other than Cost Volume 5, Contract Administration Volume 6, or Streamlined Alternate Proposal Addendum Book B Volume 7B.

#### **4.0 PROPOSAL SUBMISSION:**

Clearly mark all packages with the solicitation number. The submission date for all volumes shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP. However it is requested that one hard copy and one electronic copy on a CD-ROM of Volume 3 Past Performance Table 3.2 "Summary of Relevant Contract Data Form," as well as Volume 1 Executive Summary Table E.S.1 "Offeror's Summary", and Volume 1 Executive Summary Table E.S.2 "Relevant Contract Summary" be submitted **three weeks** prior to the submission date/time specified on Standard Form 33 (Block 9).

##### **4.1 Unclassified Data**

Method of delivery, such as by hand, United States Postal Service or commercial carrier, shall be coordinated with Kyle Richmond, PCO (301) 757-5273. Proposals shall be submitted using the address provided below. Initial and Final Proposals shall not be submitted by facsimile or electronically via email.

Naval Air Systems Command  
Code: AIR- 2.2.1.2 (Attn: Mr. Kyle Richmond)  
Solicitation Number: N00019-12-R-0035  
47123 Buse Road  
BLDG 2272 Suite 453  
Patuxent River, MD 20670-1547

##### **4.2 Classified Data**

Data classified above the Secret Level shall not be submitted unless coordinated and submitted in accordance with paragraph 4.3 below. Classified material shall be packaged separately. Packaging and handling of the classified material must be in compliance with SECNAV M-5510.36 and associated DoD directives and procedures. Classified data submitted via United States Postal Service or through an overnight express carrier must be IAW paragraph 5.0B.

Hand delivery of classified data is only permitted with prior coordination of the Procuring Contracting Officer (PCO), and requires display of a valid courier card prior to handover of

information. Couriers must possess a current security clearance and background investigation required to handle the information within their possession. Contact the PCO at 301-757-5273 a minimum of three working days prior to intended delivery date to arrange for a delivery appointment.

#### 4.3 Classified Data above Collateral Secret

- a) Notice Regarding the Submission of Special Access Required (SAR), Special Compartmented Information (SCI), or Top Secret Special Compartmented Information (TS/SCI)

The NGJ TD contract will be awarded at the collateral Secret level. However, information above collateral Secret may be submitted to substantiate or support proposal evaluations.

Prospective Offerors who believe that their NGJ TD proposal will require the submission of information protected as Special Access Required (SAR) or Special Compartmented Information (SCI) must contact the Government personnel identified below as soon as possible.

For SAR, contact your SAR sponsor and the Department of the Navy Special Access Programs Coordinator, N89, Mr. Steve Kiepe at (703) 692-9305.

For SCI, contact your SCI sponsor and the NAVAIR contract specialist, Ms. Kara Briscoe at (301) 757- 7086.

These contacts will allow appropriate coordination to occur and will enable the prospective Offeror to gain the requisite approval from their SAR or SCI Sponsor, prior to the submittal of any SAR/SCI information. Upon approval of the SAR or SCI sponsor, specific instructions for submission of SAR/SCI information will be provided by the NAVAIR contract specialist, Ms. Kara Briscoe. Interested parties are advised that any classified submission will be subject to review with the SAR or SCI Sponsor.

Prospective Offerors who believe that their NGJ TD proposal will require the submission of information protected as Top Secret, Special Compartmented Information (TS/SCI) must contact NAVAIR AIR 4.12.2, Ms. Kim Cristaudo at 301-342-6300 as soon as possible.

- b) Submittal

It is the Offeror's responsibility to ensure that information above Collateral Secret is cleared to be included as part of the proposal or to be used during discussions. If the information can be redacted to bring it to Collateral Secret level or below, the Offeror shall sanitize the information, and with sponsor approval, submit with the proposal. For

information that cannot be redacted to the Collateral Secret level or below, the Offeror shall submit in accordance with the following procedures:

- i. For SAR proposal submission, the Offeror shall submit a separate addendum to N89 upon Sponsor approval. For submittal instructions, contact Navy Special Access Programs Coordinator, N89, Mr. Steve Kiepe at (703) 692-9305 and your Government Sponsor for approval of release.
- ii. For SCI proposal submission, the Offeror shall submit a separate addendum to NAVAIR upon Sponsor approval. For submittal instructions, contact NAVAIR AIR 4.12.2, Ms. Kim Cristaudo at 301-342-6300.

## **5.0 PROPOSAL PACKAGING:**

### **A. UNCLASSIFIED PACKAGING**

The Offerors shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each box should identify its contents by including a packing slip detailing each volume/book number and title, and copy number. Each carton should be double wrapped. The outside of the carton should be plain and the inside carton shall be stamped or marked "For Official Use Only; and Source Selection Information – See FAR-2.101 and 3.104," marked for the intended recipient as identified below, and should only contain those proposals intended for that person. The master set of proposals and set No. 1 copy will be marked for NAVAIR PCO, AIR-2.2.1.2. The Master Set shall include all original proposal volumes, all proposal volumes on CD-ROM, a completed and original signed Standard Form 33; acknowledgement of all solicitation amendments, if applicable; and Representations, Certifications and Other Statements of Offerors or Respondents (Section K of this RFP) and other applicable fill-ins. Note: Any documents which contain cost data shall be on a separate disk(s) from the other disks.

### **B. CLASSIFIED PACKAGING**

Outer Wrap:

COMMANDER

ATTN CONTRACTS AIR 22 DIVISION

NAVAL AIR SYSTEMS COMMAND

47123 BUSE ROAD BLDG 2272 STE 453

PATUXENT RIVER MD 20670

Inner Wrap:

Commander

ATTN Kyle Richmond, AIR 2.2.1.2

Solicitation N00019-12-R-0035

Naval Air Systems Command

47123 Buse Road Bldg 2272, Ste 453

Patuxent River MD 20670



## **6.0 CHANGES TO SOLICITATION**

For any changes and additional information prior to proposal due date for this solicitation, please go to website: [http://www.navair.navy.mil/doing\\_business/open\\_solicitations](http://www.navair.navy.mil/doing_business/open_solicitations)

Select solicitation number N00019-12-R-0035.

## **7.0 RESERVED**

## **8.0 TECHNICAL LIBRARY**

A Technical Library of information directly related to the requirements of this contract is available to all offerors. The library consists of two parts, an unclassified technical library, and the classified technical library.

The unclassified technical library, also known as the TD External Library is located on a secure web site that requires a Government approved APPS account, and an external certificate. To request access to the secure web site, contact the contract specialist, Ms. Kara Briscoe at Kara.Briscoe@navy.mil, with the following information: Company name, classified mailing address, phone number, email address (if available), current CAGE number, DoD Central Contractor Registration (CCR) number and acknowledgement of the contractor's responsibility under the U.S. export control laws and regulations. Potential Offerors shall acknowledge that no dissemination of any export-controlled technical data subject to this requirement will occur in a manner that would violate applicable export control laws and regulations (DD Form 2345). Upon review of written request, verification of offeror's status and acknowledgement of the Offeror's responsibility under the U.S. Export laws and regulations, web site access instructions (https://www site address, user name, and password) will be provided. Potential contractors will need a Public Key Infrastructure (PKI) external certificate to access the unclassified external library. If a potential offeror does not already possess a PKI, please consult the following site for details on how to obtain a compliant Medium Assurance PKI certificate: <http://iase.disa.mil/pki/eca/index.html>.

Offerors may browse the classified library index, located on the unclassified TD External library, and request delivery of any document(s). The Government will provide a CD-ROM with the requested NGJ and EA-18G documents no later than three (3) business day following such request. The CD-ROM will be delivered by overnight mail to the address provided by the bidder.

For any changes and additional information to the solicitation please go to website:

[http://www.navair.navy.mil/doing\\_business/open\\_solicitations](http://www.navair.navy.mil/doing_business/open_solicitations)

## **RULES OF ORAL PRESENTATION**

The Government intends to conduct the Oral Presentations as unclassified briefings. The Government will notify the Offerors of the date and time they are expected to brief the oral presentation portion of the Technical Volume 2A.

### **9.0 Eligibility**

Eligibility for proceeding with oral presentations will be based on meeting the prerequisite and submitting a complete and timely proposal to the Government.

### **9.1 Schedule for Presentation**

The order of presentations will be determined by a random drawing of names for all Offerors that meet the prerequisite and submit a timely proposal. The Contracting Officer will notify Offerors within 5 work days from receipt of proposal of the scheduled date and time of their presentation.

### **9.2 Rescheduling**

Requests from the Offeror for rescheduling its presentation are strongly discouraged. However, the Government reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

### **9.3 Setting and Form of Oral Presentations**

Oral presentations will be made at a Government provided facility located at or near the Naval Air Systems Command, Naval Air Station, Patuxent River, Maryland.

### **9.4 Recordation**

The Government will video record the presentations. The Government will furnish all necessary video equipment and a cameraperson, which may be non- Government personnel. The Government will also provide an Offeror with a copy of the recording of its own presentation, upon request after contract award.

### **9.5 Offeror Employee Participation**

Offerors, including subcontractor representatives, are limited to no more than 10 attendees in the room at one time. A conference room will be available so that alternate personnel may rotate in and out of the presentations/discussions. Additionally a phone will be available in the presentation/discussion room to interface with on-site or off-site subject matter experts.

At least 2 business days prior to the scheduled start time of the Offeror's oral presentations, the Offeror shall provide the Government a listing of names, firms, and position titles of those individuals that will be attending the oral presentations to Kara Briscoe (cc Kyle Richmond)

## 9.6 Oral Presentation Procedures

9.7.1 Oral presentation charts are to be submitted to the Government with the written portion of the proposal.

9.7.2 On the first and second day, the Offeror will be allotted the times noted in the “Oral Presentations and Discussions Agenda” table. The times are considered approximate and the Government does not require that an Offeror use the full time provided.

The Offeror will utilize the charts submitted with the proposal (Vol II) for the oral presentation. The Offeror may only use these during its presentation. The Offeror shall not modify these slides or supplement them with other written material (slides, flip-charts, handouts).

The Offeror is strongly encouraged to forego time and charts addressing company organizational structure and marketing information. In the event of minor administrative errors or inconsistencies on the briefing slides, offerors will be allowed to make corrections during the oral presentation. In depth questions will be addressed during the discussions sessions.

## 9.8 Discussions Procedures

The Government intends to conduct discussions for the entire proposal, as defined in FAR 15.306(d) after the Offeror’s initial oral presentation in order to maximize the Government's ability to obtain best value based on the requirement and the evaluation factors set forth in the solicitation. The Offeror should be prepared to respond to the Government's questions during these discussions. If there are open actions, discrepancies or inadequacies identified at the end of this session, they will be documented and provided in writing to the Offeror after completion of the oral discussions per table A.9.9 below. Discussions will continue beyond the conclusion of the oral presentations. On day one, the Offerors have the flexibility to schedule presentation order and breaks into the agenda as the presentation format allows. All oral presentations other than IMS must be conducted on day one.

<b>Table A.9.9 Oral Presentations and Discussions Agenda</b>		
<b>APPROXIMATE START TIME</b>	<b>DAY 1</b>	<b>ALLOTTED TIME (Minutes)</b>
<b>0830</b>	<b>Introduction</b>	<b>210</b>
<b>1200</b>	<b>Lunch</b>	<b>60</b>
<b>1300</b>		<b>240</b>
<b>1700</b>	<b>Adjourn</b>	
<b>APPROXIMATE START TIME</b>	<b>DAY 2</b>	<b>ALLOTTED TIME (Minutes)</b>

<b>Table A.9.9 Oral Presentations and Discussions Agenda</b>		
<b>0830</b>	<b>2.2.2A Integrated Master Schedule (IMS)</b>	<b>195 (Includes a fifteen minute break)</b>
<b>1145</b>	<b>Lunch</b>	<b>60</b>
<b>1245</b>	<b>IMS Discussions</b>	<b>195 (Includes a fifteen minute break)</b>
<b>1600</b>	<b>Adjourn</b>	
<b>APPROXIMATE START TIME</b>	<b>DAY 3/4</b>	
<b>0830</b>		<b>195 (Includes a fifteen minute break)</b>
	<b>Discussions</b>	
<b>1145</b>	<b>Lunch</b>	
<b>1245</b>		<b>195 (Includes a fifteen minute break)</b>
	<b>Discussions</b>	
<b>1600</b>	<b>Adjourn</b>	

## 9.9 Presentation Supplies

The Government will provide a computer connected to an overhead projector/digital projector. The Offeror may provide their own computer to be used during the presentations, if desired, to facilitate the use of software necessary for the presentation). The Offeror is responsible for any other presentation supplies that are not available from the Government. At the conclusion of the presentation, the Offeror shall return the original slides along with all overhead slides (paper copies and original slides) used during the presentation. Offerors are limited to technical information only, no mention of prices or profit shall be included. Offerors should mark slides in accordance with FAR 52.215-1(e), Restrictions on Disclosure and Use of Data.

## PART B SPECIFIC INSTRUCTIONS

### 1.0 VOLUME 1 – EXECUTIVE SUMMARY

**Note:** This volume shall not contain any reference to cost or price aspects of the offer.

The purpose of the Executive Summary is to provide the evaluators with an overview of the Offeror's entire proposal, excluding cost/price. Each section should contain the salient points contained in each of the volumes. In addition, it must be used by the Offeror to identify and highlight significant features of the proposal. This volume should be divided into the following sections:

#### 1.1 Prerequisite:

The Offeror shall provide a copy of a NAVAIR letter stating that the exit criteria for Design Review (DR) has been met establishing product baseline for the NGJ system prototype and that DR was conducted based on NAVAIRINST 4355.19D, Systems Engineering Technical Review (SETR) Process Handbook for CDR.

#### 1.2 Offeror Summary Table:

The Offeror shall complete the table below. The Offeror should include itself as well as all subcontractors and team members who will be involved with the performance or management of the program work and should list all places of performance where the work will be carried out, being careful to include accurate physical locations and CAGE Codes/DUNs numbers associated with the physical locations (if applicable). Provide a brief work description and/or program responsibility in the table below. Also provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship in the "Brief Work Description and/or Program Responsibility" column. Finally, provide the percentage of total proposed price for all subcontractors and team members being careful to include all subcontractors and team members so that the total proposed Target cost adds up to 100% of the contract cost (Cost plus Incentive Fee at Target cost to the Government).

\*Note: If recently acquired companies or predecessor companies will have a program responsibility, ensure those Companies, their program responsibility, and CAGE codes/DUNs are identified separately.

Table E.S.1 Offeror Summary

Contractor Name (List all involved with performance or management of program work and Indicate Prime, Principal/Critical Subcontractor, JV/SLE Team Member, or other)	Places of Performance (include accurate physical location of contractor)	*CAGE Codes/DUNs associated with Physical Location	*Brief Work Description and/or Program Responsibility	% of Total Proposed Target Cost
Total Proposed Target Cost (must add up to 100%)				100%

1.3 Technical – The Offeror shall describe the system design and identify how this design addresses the requirements of this solicitation as well as the salient features of its management approach;

1.4 Past Performance – Provide a brief narrative of the Offeror's (and Offeror's principal subcontractors, critical subcontractors, and JV/SLE team members) past performance and systemic improvements which pertain to the tasks required to complete this program;

1.5 Corporate Experience – Provide a brief narrative of the Offeror's (and Offeror's principal subcontractors, critical subcontractors, and JV/SLE team members) relevant corporate experience, which pertain to the tasks required to complete this program;

1.6 Terms and Conditions (if proposed) - Provide a summary of the significant changes to terms & conditions, assumptions, exceptions or deviations addressed in Volume 6.

1.7 Streamlining – Provide a summary of the significant streamlining suggestions addressed in Streamlined Alternate Proposal Addendum Book B Volume 7B. If streamlining suggestions are not proposed, state so here and omit Volume 7;

1.8 The Offeror shall populate the Relevant Contract Table for all contracts proposed as relevant to the evaluation of Past Performance and/or Corporate Experience. Each contract shall be given a unique contract reference number where Prime contracts will be denoted by P1...Px, Subcontractor contracts will be denoted as S1...Sx, and JV/SLE Team Member contracts will be denoted as T1...Tx (where x= the total number of contracts referenced for each type of performing entity). The contract references shall be numbered consecutively across all Subcontractors and also JV/SLE Team Members (as illustrated by the example below). Ensure that contracts identified in Past Performance are numbered consistently with those identified in Corporate Experience (i.e. P1 in Past Performance is the same as P1 in Corporate Experience). The references designated in the table below shall be used in completing Volume 3 Table P.P.1 Summary of Relevant Past Performance Contract Data and Volume 4 Table C.E.1 Contractor Experience and should be consistent throughout;

Table E.S.2 Relevant Contract Summary

Offeror:			Referenced in:	
Contractor Name	Contract Reference	Contract Number	Volume 3 (Past Performance)	Volume 4 (Corporate Experience)
Prime or Company A/B (Joint Venture)	P1	XXXXXX-XX-X-XXXX	X	X
	P2	XXXXXX-XX-X-XXXX	N/A	X
	P3	XXXXXX-XX-X-XXXX	X	N/A
Company A (for JV/SLE team member)	T1	XXXXXX-XX-X-XXXX	X	X
	T2	XXXXXX-XX-X-XXXX	X	N/A
	T3	XXXXXX-XX-X-XXXX	N/A	X
	T4	XXXXXX-XX-X-XXXX	X	X
Company B	T5	XXXXXX-XX-X-XXXX	X	X

(for JV/SLE team member)				
Subcontractor A	S1	XXXXXX-XX-X-XXXX	X	N/A
	S2	XXXXXX-XX-X-XXXX	X	X
	S3	XXXXXX-XX-X-XXXX	X	X
Subcontractor B	S4	XXXXXX-XX-X-XXXX	X	X
	S5	XXXXXX-XX-X-XXXX	X	X
Subcontractor C	S6	XXXXXX-XX-X-XXXX	X	X

1.9 Viewgraphs/Photographs – To assist the Government in understanding the Offeror’s design and as an aid in briefing Navy management, up to five electronic photographs for the proposed concept may be submitted. The electronic photographs must be in a standard readable format, e.g. Joint Photographic Expert Group (JPEG). Any text placed on these pictures shall contain factual information only, i.e., no “marketing”.

## 2.0 VOLUME 2 - TECHNICAL

**Note: This volume shall not contain any reference to cost or price aspects of the offer.**

This volume consists of three books – 2A Oral Presentation Slides, 2B-2.1 Design Approach and 2B-2.2 Program & Schedules. Please provide each book in a separate 3-ring binder. In this volume, provide the following:

A Government Cross Reference Matrix (CRM) is provided below as guidance to help the Offeror ensure that all requirements are addressed, are easily accessible to the evaluators, and to aid in ensuring accurate format and mapping of the CRM of its proposal. The Offeror is required to provide a CRM for the Technical Volume 2 and it shall be placed in each Book of the Technical Volume providing a single integrated matrix. Additional CRM’s may be developed as needed for other volumes by the Offeror. The Offeror’s CRM’s shall cross-reference its proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The CRM provided in the Technical proposal volume is not included in the suggested page count. The Offeror’s Technical CRM may be identical to the one provided at Table T.1, below, which may be revised to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, revise requirement references, or provide other comments.

Table T.1. Cross Reference Matrix (CRM)

Section L – Proposal Instructions	TD SOW	EMD SOO	Section M-Evaluation Factors	SPS Number	Proposal Reference
2.0 Vol. 2 Technical					
2.1 Book A - Design Approach					
2.1.1 Systems Approach					
2.1.1.1 System Overview	3.4.1.2.1, 3.4.11.3		II.A.1	SPS- 1338, 1491, 192, 210, 1352, 1499, 1500, 875, 876, 1543, 527, 595, 1292  cSPS- 14, 28, 291, 296, 537	
2.1.1.2 Built-In-Test (BIT)	3.4.13.7.3		II.A.1	SPS- 379, 1293, 1294, 1268, 388	
2.1.1.3 Platform Integration	3.4.16.1, 3.4.16.3	2.4.3	II.A.1	SPS- 880, 889, 1478, 1483, 1485, 1487, 1534, 1535, 166, 1501	
2.1.1.4 Aeromechanical/ Air Vehicle			II.A.1	SPS- 574, 582, 586, 873, 546, 592, 917, 918, 27, 890	
2.1.1.5 Open Systems Architecture	3.4.7		II.A.1	SPS- 226	
2.1.1.6 Supportability and IPS Management	3.4.17.3.1		II.A.1	SPS- 371, 468, 469, 478, 485, 490, 497, 848, 850, 851, 1280, 1282, 1502, 380, 1536	
2.1.2 Key System Performance Criteria					
2.1.2.1 EIRP			II.A.1	SPS- 622, 760, 238, 330  cSPS- 16, 26	
2.1.2.2 Frequency and Spatial Coverage			II.A.1	cSPS- 34, 62, 36, 734, 64, 42, 47, 49, 67, 13	
2.1.2.3 Jamming Techniques			II.A.1	cSPS- 97, 98, 99, 186, 187, 735, 249, 260, 617, 286, 297, 309, 401, 402, 403, 761	
2.1.2.4 System and Assignment Management			II.A.1	SPS- 1513, 106, 115, 116, 117  cSPS- 169, 634, 635, 640	



<b>2.1.2.5 Size and Weight</b>			<b>II.A.1</b>	<b>SPS- 894, 1259, 882, 893, 897, 900</b>	
<b>2.2 Book B - Program &amp; Schedule</b>					
<b>2.2.1 Integrated Master Plan (IMP)</b>	<b>3.2.1.3</b>	<b>2.0</b>	<b>II.A.2</b>		
<b>2.2.2 Integrated Master Schedule (IMS)</b>	<b>3.2.1.3</b>	<b>2.0</b>	<b>II.A.2</b>		
<b>2.2.3 Technology Roadmap</b>	<b>3.5.1, 3.5.2.1, 3.5.2.2, 3.5.2.3</b>		<b>II.A.2</b>		
<b>2.2.4 System Engineering Management Plan (SEMP)</b>	<b>3.3.2</b>	<b>2.3.3</b>	<b>II.A.2</b>		
<b>2.2.5 Anti-Tamper Plan</b>	<b>3.1.2.4.1</b>		<b>II.A.2</b>	<b>SPS- 519</b>	
<b>2.2.6 GFP/GFE/GFF/GFI</b>			<b>II.A.2</b>		
<b>2.2.7 Risk and Opportunity Management Processes</b>	<b>3.1.3.1</b>		<b>II.A.2</b>		
<b>2.2.8 Master Test Plan</b>	<b>3.3.7.1</b>	<b>2.10.3</b>	<b>II.A.2</b>		
<b>2.2.9 Government Use of Technical Data and Computer Software</b>			<b>II.A.2</b>		
<b>2.2.10 Software Development Plan (software engineering management approach)</b>	<b>3.4.11.2.6</b>		<b>II.A.2</b>		
<b>2.2.11 CMMI</b>	<b>3.4.11.2</b>		<b>II.A.2</b>		
<b>2.2.12 Affordability Management</b>	<b>3.2.1.9, 3.2.1.10</b>		<b>II.A.2</b>		
<b>2.2.13 Subcontract Management</b>	<b>3.2.1.8</b>		<b>II.A.2</b>		
<b>2.2.14 Small Business Considerations</b>			<b>II.A.2</b>		

Throughout the Technical Volume 2 the Offeror should identify any capability, approach or feature that is being proposed as exceeding a requirement with a performance or operational benefit to the Government or being proposed as reducing risk inherent in the program. Specifically, explain the benefits to the Government in technical terms and the degree of impact it will have to performance, operations and/or risk. Appreciably exceeding requirements that are expressed as a minimum or threshold requirement can potentially produce performance or operational benefits. Beyond the point where there is performance or operational benefit, there may be risk reduction benefits. Appreciably exceeding the threshold in requirements that are expressed with both a threshold and an objective can also potentially produce performance or operational benefits, but only up to the objective. If the objective is also appreciably exceeded, that part could be considered as risk reduction, providing confidence that the objective will be met. Additionally, a proposal that provides the Government with a capability, service or resource that is not specifically required, but benefits the program can have merit if it appreciably enhances performance and/or operations to benefit the Government. Offerors are advised that any offer to exceed a requirement or to provide a feature with performance and/or operational benefits may be included in the resulting applicable instant contract within the proposed price.

## **2.1 Design Approach**

### **2.1.1 System Approach**

#### **2.1.1.1 System Overview**

The Offeror shall provide an introduction that includes a description of the proposed NGJ system and how the Offeror intends to meet the requirements provided in the solicitation. The introduction shall be written at the system level and describe the purpose of the system. The Offeror shall describe the NGJ System design in sufficient detail to understand the proposed architecture and partitioning of HW/SW components. A software component performs functions that are logically grouped and can be a module (to include CSU, CSC and CSCI), service, package or application. The Offeror shall provide the rationale for the proposed design approach, architecture and the corresponding HW/SW partitioning and impact on system performance.

- a) **Hardware Architecture:** The Offeror shall provide a functional block diagram that depicts the proposed hardware configuration items (HWCI) that will comprise the proposed system, including any HWCIs associated with modifications to the host platform. HWCIs depicted shall be to the fourth level of indenture (e.g., system, pod, weapons replaceable assembly (WRA), shop replaceable assembly (SRA)). For each HWCI, the Offeror shall describe the key functional and physical attributes and identify the sub-sections of Section 3.1, 3.2, 3.3, and 3.4 of the SPS from which these attributes are derived. The Offeror shall describe the rationale for the proposed Hardware architecture and the rationale for the corresponding partitioning of components to SRAs and O-level replaceable items. The Offeror shall provide descriptions of the electrical and mechanical interfaces between HWCIs to the third level of indenture (e.g. WRA), describe the function of each interface, and, for electrical interfaces, the signals, data and information transferred across each interface.

- b) Software Architecture: In the proposal, the Offeror shall address firmware identically as software. The Offeror shall describe each proposed software and firmware component's key functional attributes and identify the sub-sections of Section 3.1, 3.2, 3.3, and 3.4 of the SPS from which these attributes are derived. The Offeror shall provide a description of the functions allocated to the software and firmware and how these functions are allocated between different software components. The Offeror shall describe the rationale for the proposed software and firmware architecture and the rationale for the corresponding partitioning components to components. The Offeror shall provide a block diagram depicting the proposed software and firmware functional allocation. The Offeror shall identify interfaces between the proposed software and firmware components. The Offeror shall include software and firmware size estimates for the NGJ Operational Flight Program (OFP) and User Data Files (UDF) that will be produced during the EMD phase, to include new, modified, re-used, and COTS code. The estimates provided shall be identical to software and firmware size estimates included in the cost volume. Software and firmware descriptions shall also include the proposed programming language(s) and complexity factors. For software and firmware that is modified or re-used, the Offeror shall describe the program or product that it is coming from and its applicability.
- c) Missionization: The Offeror shall describe how the architecture supports mission selectable reconfiguration per SPS 3.3.11. The Offeror shall describe the different configurations of SPS Table 16 that are achievable by the proposed design. The Offeror shall describe how the NGJ system will meet future high band transmit capability of section 3.3.1 of the NGJ SPS when configured with high band capability. The Offeror shall describe any design features to minimize impacts that mission selectable reconfiguration may have on logistics footprint and Total Ownership Cost. The Offeror shall describe how reconfiguration timeline is achieved at the O-Level to include access time, removal and replacement of the required reconfigurable hardware, software and firmware loading and checkout.

#### 2.1.1.2 Built-in-Test (BIT)

The Offeror shall describe each level of BIT and how it will satisfy the requirements of NGJ SPS Section 3.3.10.2. The Offeror shall describe any constraints associated with accomplishing each level of BIT, including, but not limited to available power, available cooling, Radio Frequency (RF) safety, effects on mission performance, and security requirements. The offeror shall describe how Startup BIT (SBIT) will be completed while satisfying constraints including system initialization time, Operation Flight Program (OFP) load time, security requirements, host platform power limits, NGJ system and/or subsystem power sequencing, and pod mission configuration for Alert-7 operations as specified in SPS section 3.3.10.2.3.

### 2.1.1.3 Platform Integration

- a) Interface: The Offeror shall describe how the NGJ system will interface with the EA-18G host platform. The Offeror shall describe the physical and functional interfaces and boundaries between the NGJ system and the host platform for both hardware and software, to include the anticipated platform modifications in paragraph b below that are applicable to the Offeror's approach. The Offeror shall provide top-level allocations (e.g., throughput, latency, protocol, classification, etc.) for each of the interfaces between the NGJ system and the host platform. The Offeror shall explain how the interface allocations were derived. The Offeror shall explain how the proposed NGJ system satisfies those allocations, to include the anticipated platform modifications in paragraph b below that are applicable to the Offeror's approach.
- b) Anticipated Platform Modifications: The following list is a summary of the anticipated modifications to the EA-18G host platform and onboard systems that the government recognizes may be necessary for NGJ integration. It is not mandatory that the Offeror incorporate these modifications into the NGJ design approach. The Offeror shall specify which modifications their design will require and the Offeror shall incorporate the prescribed size, weight and power allocations into their overall NGJ system allocations.
1. A high speed data network (HSDN) over fiber, using fibre channel protocol, may be provided from the Electronic Attack Unit (EAU), Advanced Mission Computer (AMC), and Digital Memory Device (DMD) to Stations 3 and 9 via the two Fibre Channel Network Switches (FCNS). Each station may be provided with 2 fibers, each with a maximum 1 Gbit/sec data rate. The Pylon or Pylon Station Control Unit (SCU) may be modified to include a fiber/coax converter or a fiber optic repeater. The two FCNSs may be upgraded to provide an additional 8 ports per FCNS, and a quad receiver to improve link margin. These modifications require a 15 lb weight allocation within the NGJ system.
  2. The ALQ-218 software and firmware may be modified to provide a modified blanking preconditioning message for the NGJ bands and sub-band blanking.
  3. The ALQ-218 software and firmware may be modified to add preconditioning messages for the AB Fwd (CCM), AB Aft (CCM), and Exciter Synchronization lines to produce 3 general-purpose synchronization lines. The synchronization lines may support CCM sync, pulse, sequence, and technique sync, and sync between pods.
  4. The Stores Management Set (SMS) software may be modified to recognize and provide unique identification for the NGJ pods.
  5. The Advanced Mission Computer (AMC) software may be modified to adapt EA-18G controls and displays, collect and display NGJ status via the EAU, provide operator selections for the NGJ pods, and provide platform navigation and alignment data via the EAU and the Stores Management Processor (SMP).

6. The Enhanced Interference Blanking Unit (EIBU) software may be modified as required to provide on-board systems interoperability with NGJ.
  7. The Electronic Attack Unit (EAU) software may be modified to adapt jammer management, collect and display NGJ status, send commands including jamming requests to the NGJ pods, provide operator selections for the NGJ pods, and provide platform navigation and alignment data. Jammer management includes assignment generation, aircraft load-out, and jammer pod selection decisions but does not include the NGJ system management functions as shown in the NGJ SPS Section 3.3.3 Figure 7 NGJ System Management Functions.
  8. The Jammer Technique (JT) libraries may be modified to support the required functionality of the SPS.
  9. The EA-18G mission planning software may be modified to support mission planning for NGJ, including NGJ jammer management, library modifications and jammer footprint modifications.
  10. The SMS, AMC and EAU software may be modified to allow the NGJ system to use allocated aircraft supplied electrical power according to the operation of the aircraft electrical power sources.
  11. The Digital Memory Device (DMD) may be modified to increase storage capacity and throughput. No additional size, weight or power allocations are required.
- d) Additional Host Platform Modifications: The Offeror shall describe any additional modifications proposed for the EA-18G host platform and onboard systems not listed in the anticipated platform modifications paragraph b above. For every modification proposed that is not listed in paragraph b above, the Offeror shall identify the NGJ SPS requirements that drive need for the modification and justify why the modification is necessary to meet those requirements. The Offeror shall provide descriptions of all proposed hardware Configuration Items (CIs) that will be installed internal to the host platform, including allocations for size, weight, power, cooling and drag.

#### 2.1.1.4 Aeromechanical/Air Vehicle

- a. Drag: The Offeror shall provide the estimated drag of the NGJ system, excluding interference drag due to the platform and stores. The Offeror shall describe any design features that minimize drag as a function of each state in SPS Section 3.2 and estimate the affect these features have on drag. The Offeror shall include any supporting data from wind tunnel, models and simulation, and computer based analysis.

- b. Loads: The Offeror shall describe plans for static and dynamic loads assessment and detail adequate load margins in the internal pod structure in accordance with SPS Sections 3.6.9.1, 3.9.15, 3.6.1.14, and throughout the EA-18G operational envelope provided in SPS Figure 13.
- c. Corrosive Environments: The Offeror shall describe plans and related materials for the prevention of corrosion on both external and internal components as described in SPS Section 3.6.1.15.

#### 2.1.1.5 Open Systems Architecture

- a. Interfaces: The Offeror shall describe all key interfaces internal to the NGJ system, explain why each is a key interface and provide a detailed description of the interface data to be provided to the Government to enable unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade of the NGJ system throughout its life cycle and allow for open and competitive procurement of NGJ system enhancements. The Offeror shall provide supporting documentation that the proposed use of existing or emerging open standards at the key interfaces conforms to open standards (i.e., well documented and published by a recognized standards body). The Offeror shall provide results from Key Open Subsystems (KOSS) tool analysis to identify components that are expected to change often and components expected to have relatively high replacement cost over the life cycle. The Offeror shall explain each use of vendor-unique, limited or restricted rights, and closed components and describe how the proposed OSA approach provides mitigation that allows other developers to interface with the component and develop, replace and upgrade other components in the NGJ system. The Offeror shall describe the specific OSA mitigations for each instance of data rights being asserted at less than GPR.
- b. Application Programming Interfaces (API): The Offeror shall describe all Application Programming Interface(s) (APIs) that are proposed, including unique profiles, libraries and calls that are not supported by widely used open standards. The Offeror shall identify all unique API proposed and describe how the API implementation will be documented. The Offeror shall describe the proposed mitigation approach to any APIs that will be delivered with a less than GPR license.
- c. Open Systems Management Plan: Utilizing the Section L Attachment 6 OSMP Template, the Offeror shall submit a preliminary version of their Open Systems Management Plan (OSMP) as Annex H per the SOW and Section J Exhibit A, addressing the entire program development effort, including the TD and EMD phases.

#### 2.1.1.6 Supportability and Integrated Product Support (IPS) Management

- a. Logistics: The Offeror shall describe how the design will meet the logistics requirements of the SPS. The Offeror shall describe any impacts to existing support

equipment, facilities infrastructure, and materials due to fielding the proposed NGJ system.

- b. Prognostics and Health Management: The Offeror shall describe how the PHM approach will track the pod life usage accumulation, predict remaining life, and predict failures on life-limited system components including moving machinery and cooling equipment. The Offeror shall describe the analyses and process, including ground rules and assumptions, for determining the implementation of prognostics into the NGJ system design.
- c. Reliability: Describe how the design meets the reliability requirements of the system specification paragraph 3.4.1. Provide the system reliability block diagrams, models, and predictions for Mean Time Between Failures (MTBF) (SPS-1502) and Mean Flight Hours Between Failures System (MFHBF SYS) (SPS-1280). Predictions should be at the system and subsystem level. Include the basis for prediction and/or source of measured data. For measured data, provide usage information, including the environment (i.e. Aviation 3-M, commercial, etc.), and how the resultant reliability values were calculated for each WRA/SRA. Provide supporting data for the environmental parameters utilized. For items where usage data is not available, provide a prediction (using MIL-HDBK-217 as guidance), considering worst-case operating and thermal conditions as defined in the system specification. In addition, the Offeror shall describe:
  - 1. Ground rules and assumptions used in meeting the requirements;
  - 2. Identification and allocation of software and firmware failures to the system reliability predictions;
  - 3. Specific reliability design features such as redundancy or graceful degradation;
  - 4. How any COTS items and Non Developmental Items will be integrated into the system to meet the subsystem level reliability requirements;
  - 5. The management organization, policies, procedures, and schedules to meet the reliability specification requirements and to ensure that reliability considerations (at the prime contractor and subcontractor levels) are integrated into the design process (i.e. reliability program reviews, status reporting, trade studies, etc.);
  - 6. Design, analysis, test and manufacturing tasks that will be performed to demonstrate a managed maturation process at the subsystems level;
  - 7. Approach for the conduct of the Failure Modes Effects and Criticality Analysis (FMECA). Include the proposed indentured level (i.e. component, SRA, or WRA) that will be used to start the FMECA and how the FMECA results will be used for diagnostics evaluation and by the logistics support effort;
  - 8. The failure reporting, analysis and corrective action system (FRACAS) and how it will be implemented during all phases of the program.

9. The proposed reliability growth planning to identify actual (via testing) or potential (via analysis) sources of failure. Include a reliability growth planning curve that addresses the following:
  - i. The amount of testing, test schedule, and resources available for achieving the specification requirements;
  - ii. Reliability growth planning curve as a function of test time, to grow the reliability to the specification values.
    - a) Provide a basis for the starting point that represents the initial value of reliability for newly manufactured hardware.
    - b) Provide a basis for the growth rate.
  - iii. A growth strategy to monitor system reliability growth during system level test using AMSAA Crow Extended model.
- d. Maintainability: Describe how the design meets the maintainability requirements of the system specification paragraph 3.4.2 and 3.8.4. Provide the predicted Mean Time to Repair (MTTR)(SPS-478), Maximum Time to Repair (MaxTTR) 90% (SPS-480), pod installation time (SPS-481), and pod removal time (SPS-483). Include the basis for prediction and/or source of measured data; provide a prediction (using MIL-HDBK-472 as guidance) for configuration items where empirical data is not available. Maintainability predictions shall assume a deployed maintenance scenario. In addition, describe:
  1. Ground rules and assumptions used in meeting the requirements;
  2. Specific design for the maintainer and maintainability features;
  3. The management organization, policies, procedures, and schedules to meet the maintainability specification requirements and to ensure that maintainability considerations (at the prime contractor and subcontractor levels) are integrated into the design process (i.e. maintainability program reviews, status reporting, trade studies, etc.)
  4. The maintainability design tasks and tests that will be utilized for this program.

## 2.1.2 Key System Performance Criteria

### 2.1.2.1 EIRP

- a. Design and Allocations: The Offeror shall describe the design efforts for meeting the Effective Isotropic Radiated Power (EIRP) requirements defined in the NGJ SPS Section 3.3.1.2. The Offeror shall describe how the EIRP requirements are allocated to each RF component gain/loss as a function of frequency (i.e., loss budget), including radome, radiating elements, feed networks, power amplifiers, drive networks, and excitors. The Offeror shall provide detailed descriptions regarding how the allocations account for performance-degrading conditions including amplifier load-pull, amplifier module maximum load impedance, amplifier drain voltage, amplifier junction temperature, amplifier failures, antenna taper, calibration and leveling effects, compression levels, scan-effects, co-located arrays, platform interaction, and



environment (e.g., vibration, altitude, temperature). The Offeror shall describe the power generation and consumption allocations of all NGJ components, at a minimum to the SRA level. The Offeror shall explain how these allocations ensure sufficient power is available to meet the EIRP requirements. The Offeror shall describe the cooling capacity and waste-heat generation allocations of all NGJ components, at a minimum to the SRA level. The Offeror shall explain how these allocations ensure sufficient cooling is available to meet the EIRP requirements.

- b. Substantiation: The Offeror shall substantiate the achievability of each allocation using measured data from directly relevant demonstrations. If measured data is not available, the Offeror shall substantiate the allocations using modeling and simulation tools and include a description of the verification, validation, and accreditation results for the tools used. For each substantiation, the Offeror shall describe the measurement conditions and technical rationales used and explain how they were directly relevant to the proposed NGJ design.

#### 2.1.2.2 Frequency and Spatial Coverage

- a. Design and Allocations: The Offeror shall provide a description of the technical approach to steer beams over the required frequency and spatial coverage in accordance with the NGJ SPS. The description shall reflect compliance with the NGJ SPS requirements including instantaneous frequency bandwidth and beamsteer rate. The Offeror shall describe beamsteering allocations across components, including data transfer rates, component switching speeds, phase and amplitude error allocations, number of tunes, and memory required.
- b. Substantiation: The Offeror shall substantiate the achievability of each allocation using measured data from directly relevant demonstrations. If measured data is not available, the Offeror shall substantiate the allocations using modeling and simulation tools and include a description of the verification, validation, and accreditation results for the tools used. For each substantiation, the Offeror shall describe the measurement conditions used and explain how they were directly relevant to the proposed NGJ design.

#### 2.1.2.3 Jamming Techniques

- a. Jamming Technique Architecture: The Offeror shall describe the implementation of technique generation and signal distribution to achieve required type and number of simultaneous assignments. The Offeror shall describe how the RF chain, from technique generation through system transmission, with intermediate amplification, will support overall system spectral purity requirements (i.e., spurious, harmonic, intermodulation) of NGJ SPS section 3.3.1.
- b. Technique Development: The Offeror shall describe the lab support environment and methods for defining new techniques and modifying existing techniques. The Offeror shall describe how the NGJ system enables the incorporation of new techniques and

the modification of existing techniques. The Offeror shall identify any specialized or unique tools needed for technique development and modification.

- c. Jamming Technique Description: The Offeror shall describe the coherent techniques proposed to meet the NGJ SPS. The Offeror shall describe any synchronization necessary to support the techniques.
- d. Waveform Generation: The Offeror shall describe the design approach to achieve the techniques specified in SPS Section 3.3.2 Waveform Generation.

#### 2.1.2.4 System and Assignment Management

- a. Design Approach: The Offeror shall describe the design approach to meet NGJ System and Assignment Management requirements in NGJ SPS section 3.3.3. The Offeror shall describe features to optimize the number of assignments for the available assets, while ensuring that jamming effect is maintained. The Offeror shall describe time sharing of jamming assets and adequate rules and management to ensure compatibility of time-shared assignments (NGJ SPS section 3.3.2.9 Time Commutated Assignments). The Offeror shall describe how the design minimizes interruptions to jamming and how the design supports reactive assignments within mission timelines (NGJ SPS section 3.3.2.1 Reactive Assignments).
- b. Library and ALQ-99 Interaction: The Offeror shall describe in detail what platform, library, and mission data will be required by the System and Assignment Management functions (NGJ SPS section 3.3.3 System Management and NGJ SPS section 3.3.3.2 Assignment Management). The Offeror shall describe how System and Assignment Management will work in conjunction with EAU Jammer Management and the existing ALQ-99 system.

#### 2.1.2.5 Size and Weight

- a. Size: The Offeror shall describe the proposed dimensions of the NGJ System outer-mold line (OML) and how it satisfies the platform compatibility requirements of the EA-18G. The Offeror shall describe the approach to achieve size constraints detailed in the NGJ SPS section 3.9.7.
- b. Weight: The Offeror shall submit a preliminary mass properties estimate at least to the level of detail of Society of Allied Weight Engineers (SAWE) Recommended Practice Number 8: "Weight and Balance Data Reporting Forms for Aircraft (including Rotorcraft)." The Offeror shall provide the preliminary mass properties and other data listed below in accordance with SAWE Recommended Practice Number 7, to the extent available at the time of proposal to specifically address:
  - 1. Weight (pounds; nominal and minimum to maximum range)
    - i. The Offeror shall include a development allowance or contingency that accommodates the NGJ system weight at IOC to mitigate risk for weight growth during design development. The allowance(s) should be established at appropriate levels considering historical data, estimation

process, and design-unique risks and uncertainties. The Offeror may elect to not apply a weight allowance on items for which actual weight data substantiation exists.

- ii. The sum total of NGJ subsystem and components including the development allowance shall not exceed the system weight as specified in the NGJ SPS.
2. Center of Gravity:
  - i. Each component center of gravity shall be measured in inches (and decimal fractions thereof) from a defined reference coordinate system or an easily visible, definable, and consistent between all production units external reference point and also referenced to the forward lug hook point.
  - ii. Each component's center of gravity shall be provided for the three primary axes (longitudinal, lateral, and vertical).
3. Inertia:
  - i. Mass Moments of Inertia (slug-ft<sup>2</sup>, referenced to the CG; nominal and minimum to maximum range) in 3 axes (pitch, roll, and yaw) at Spec Weight and current status weight.
4. Other data:
  - i. Weight substantiation for NGJ system shall be provided. In order of substantiation validity, supply actual weight data for existing unmodified items followed by existing items modified for use for this NGJ subsystem and components, items calculated from fully analyzed and production ready (released drawing quality) items, and all other estimated weights. If applicable and available, existing actual weight reports should be provided to substantiate actual weights. For estimated weights, the Offeror shall provide, the analytical basis of parametric relationships, if utilized, including definitions of parameters and correlation with actual weights of existing hardware. If available, the Offeror should discuss the historical accuracies of the methods as applied on previous programs.
  - ii. As available, subsystem and component pictures, drawings and dimensional data:
    - a. Three view drawings, diagrams, and/or computer generated models of the overall NGJ subsystem and components. These shall include as appropriate dimension from the reference datum for the horizontal and vertical moment arms to a convenient fixed point on the component, scale for determining horizontal and vertical dimensions, principle structural stations and dimensions, location of center of gravity reference point, and location of the forward lug hook point.
    - b. Procedures and processes for measuring the weight and CG/moment of inertia of the NGJ subsystem and components shall be provided.

## **2.2 Programs and Schedule:**

### **2.2.1 Integrated Master Plan (IMP)**

The Offeror shall submit an IMP as Annex A to its proposal reflecting the NGJ program development effort, which encompasses the TD phase contract and the anticipated follow-on EMD phase contract. The IMP will be incorporated in the TD contract as Section J Attachment 8; however, the IMP that is incorporated into the TD contract shall only contain the TD phase contract effort reflected in the proposal IMP. The Government will consider the EMD planning provided to assess the Offeror's approach to the work remaining under the anticipated EMD effort. In general, the IMP shall provide the information as described below.

The IMP shall be event-based structured with accomplishments that tie to these events, and completion criteria for each accomplishment. The Offeror must include all events contained in the TD SOW/EMD SOO and any additional technical events, such as ones for contractor test and evaluation. In addition, the government System Engineering Plan (SEP), provided in the government's technical library, defines examples of technical events to be included in the proposed IMP. Include entrance and exit criteria for each event. The IMP shall be developed using the "Integrated Master Plan and Integrated Master Schedule Preparation and Use Guide (Version 0.9)" as guidance. The IMP shall be created using Microsoft Project 2007.

The IMP shall provide the information as described below:

#### **Section 1 - Narrative Section Instructions -**

The Offeror shall submit a descriptive narrative that includes:

- a. Assumptions used in the creation of the IMP;
- b. Organizational structure of the proposed Contractor team, including identification of each specific organizational group and its roles/responsibilities. If subcontractors are to be utilized, identify what specific tasks will be passed to the subcontractors;
- c. Resources (e.g., staffing, facilities, manufacturing capability and GFE) that will be used and how they will be integrated in conducting the NGJ program development effort;
  - i) Provide a staffing plan that includes anticipated personnel requirements for program startup and describes the method planned to expeditiously fulfill staffing requirements and shows the staffing by month and year for each functional labor category. The staffing plan shall be traceable to the resources in the IMS, as identified in the Work and Resource Name fields. Describe how the level of current staffing within the Offeror's organization compares to the anticipated NGJ program staffing requirements, those staffing requirements that are planned to be contracted externally, and those staffing requirements that are planned to be fulfilled internally from your organization, to include the prime, principal subcontractor and critical subcontractor personnel. Also describe the roles and interrelationships of the prime, principal subcontractor and critical subcontractor personnel. Indicate anticipated post-award

- timeline to achieve full program staffing and approach to be utilized to avoid program delays due to staffing.
- ii) Describe facilities required to perform engineering, test, and manufacturing activities for the entire NGJ program. Describe the processes and metrics used to perform effective supply chain management, including the transition from design to fabrications of test articles, and the transition from test to low rate initial production to full rate production. Provide a description of the planned approach for control and distribution of technical and manufacturing documentation.
  - d. Definitions of the events provided in the TD SOW and EMD SOO and define any additional events;
  - e. Definitions of any unique terms; and
  - f. Definitions used in the IMP to describe accomplishment criteria.

Section 2 - IMP Product Section Instructions - The Offeror shall submit an IMP Product Section that is a detailed outline of the Offeror's proposed plan for executing the contract. The Offeror shall include Government decision points, including technical reviews and the Offeror's requirement for Government Furnished Equipment (GFE) and Government Furnished Information (GFI). The Offeror may provide the IMP Product Section in Microsoft Excel.

Below is a generic IMP Product Section. The Offeror may use this sample section as an aid in understanding the IMP Product Section concept.

<b>ACTIVITY NUMBER</b>	<b>EVENT ACCOMPLISHMENT CRITERIA</b>	<b>PROOF (ref)</b>	<b>CWBS</b>	<b>SOW (ref)</b>
W01	Design Review 1 (DR 1) Completed		1600	
W0101	A/V Integration requirements established		1000	
W010101	Seeker configuration constraints developed		1110	
	Electromagnetic environmental effects		1110	
W010102	requirements established			
W0120	Acceptance of design qualification criteria		1000	
W012001	Design qualification plan delivered		1000	
W012002	Design usage finalized		1000	
W012003	Missile service use environments established		1000	
W012004	Quality assurance provisions established		1000	
W012005	Material characteristics established		1000	
W012006	Design analysis established		1000	
W012007	Damage tolerance analysis complete		1000	
W012008	Life management program established		1000	
W012009	Design criteria established		1000	
W012010	Durability test requirements established		1000	

Section 3 - IMP Process Section Instructions - The Offeror shall include the following information and use flowcharts and functional block diagrams for each critical process.

- a. Summary of critical TD and EMD processes;
- b. How process implementation will be applied across the TD and EMD effort;
- c. Identification of applicable process documentation (e.g., company "in-house" and industry documentation and standards; Process Title (e.g., Soldering); Process identification number (e.g., ANSI/J-STD-001); Process revision number or issue date (e.g., Revision B of 23 March 1996); and any tailoring of referenced documents, etc.). Provide copies of company in-house documentation;
- d. Metrics to be used to measure the critical process performance and the associated IMP Program events in which these metrics are to be evaluated;
- e. How and to what extent described processes will be flowed down to subcontractors;
- f. Documentation or formal validation that its EVM system meets the requirements of ANSI/EIA-748B, or an implementation plan;
- g. Description of how Earned Value will be used as a tool to manage this effort and measure and control cost, schedule and technical deviations (including subcontractors); Specifically provide a process description demonstrating what will trigger management actions and management response to these metrics. The Offeror shall consider the following: manpower required to successfully manage a program of this complexity; resources; staffing plans; tools required to generate reliable and timely data; and methods to communicate this information to the Government and contractor decision makers in a timely fashion. Provide examples to illustrate this process. In addition, provide the staffing plan that demonstrates how the program will be resourced to meet the major program milestones.
- h. How the EVM system will be integrated in the overall program management strategy.
- i. Explain how the SEMP and other functional plans such as QA, Configuration Management, and Manufacturing plans will be used to execute the program.

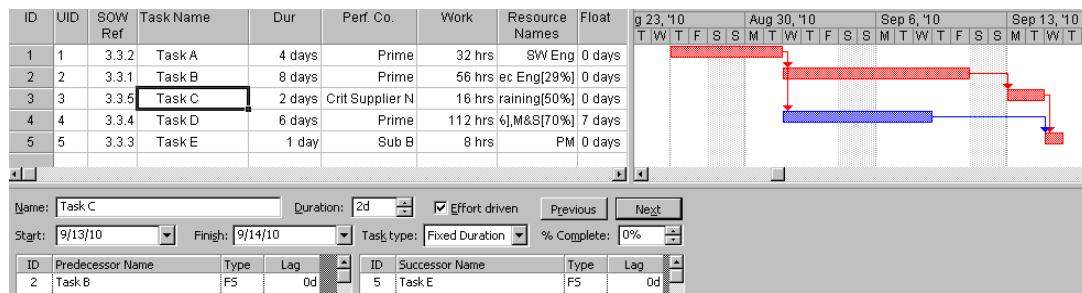
### 2.2.2 Integrated Master Schedule

#### 2.2.2A Integrated Master Schedule Oral Presentation

The Offeror shall provide an Oral presentation on the IMS to include the TD and EMD phases. The presentation of the IMS shall primarily consist of a live schedule demonstration; however, the Offeror may also present overview slides per table A.3.0 prior to the live demonstration. The timeframe for the presentation and demonstration is limited to 360 minutes (not including breaks). At a minimum, the presentation and demonstration should cover the information outlined below:

- Presentation Slides:
  - Ground Rules and Assumptions used to develop IMS
  - Describe Key Hand-offs – Subcontractors, Key Suppliers, GFX
  - Summary of medium-to-high risk areas
  - Summary of Key Dates (i.e. CDR, EDM deliveries, etc)
  - Summary of the SRA Process
    - How detailed three point estimates and rationale were gathered;
    - How groupings for global estimates and rationale were determined;
    - Distributions applied; and
    - Total Number of Iterations Run.

- Live Demonstration:
  - At a minimum, view should include:
    - Columns: ID, UID, SOW Ref, Task Name, Duration, Performing Company, Work, Resource Names, and Float;
    - Gantt Chart showing relationships between tasks;
    - Split Screen showing predecessor and successors; and
    - Sample:



- Top level schedule
- Describe schedule construction
- Show key hand-offs
- Show how resources in IMS trace to staffing in IMP (may use additional presentation slides during live presentation to support this where necessary)
- Describe how LOE is handled within the IMS. Display all LOE work.
- At a minimum, be prepared to display and discuss driving paths to SRR, IBR, SFR, SSR, PDR, CDR, EDM deliveries, IOC.
- NOTE – The Offeror should be prepared to trace a driving path to any task, milestone or event upon request. The Offeror should also be prepared to answer questions regarding the SRA estimates (specific three points and globals) and the supporting rationale.

## 2.2.2B Integrated Master Schedule (IMS)

The Offeror shall provide an IMS submitted electronically via Microsoft Project 2007 version in Annex B that delineates the Offeror's planned schedule for all activities, events, milestones, and critical/driving paths associated with all the TD phase efforts and the anticipated follow-on EMD phase efforts. The IMS shall be constructed in accordance with DI-MGMT-81650 and MIL-STD-881(current version at time of solicitation). The program's critical path (longest path through program completion, excluding LOE) and driving path(s) to each IMP event (longest path to each IMP event), based on critical path analyses, shall be identified within the IMS. The proposal IMS shall be developed by logically networking (predecessor and successor logic) all discrete prime, principal subcontractor and critical subcontractor activities and milestones for the NGJ Program (TD and EMD) effort. For purposes of developing the IMS, the Offeror shall use a contract award date of 06/28/2013. All activity durations and resources must be substantiated using relevant historical data.

The Offeror shall provide a program Schedule Risk Analysis (SRA), accomplished through the application of the Monte Carlo process on each discrete task within the proposal IMS. The Offeror shall provide all assumptions and input data (estimates and detailed rationale) used for its Monte Carlo process in the schedule narrative. The Offeror shall include specific three point estimates (best case, most likely, and worst case durations) for each task on the critical/driving paths, traced for each IMP event, in the MS Project file (populated in Duration1, Duration3, and Duration2, respectively). The accompanying detailed rationale/assumptions for these estimates shall be included in the schedule narrative. For those tasks not on the critical/driving paths to each IMP event, global values shall be applied. The Offeror shall describe how global values were applied (i.e., filter/grouping used and percentages applied) and the rationale for all global edits used. The Offeror shall provide data reflecting probability values and its associated dates (e.g., SRA histograms) for all IMP events.

The Government will perform an independent assessment of the IMS and supporting data and should be able to reproduce the Offeror's SRA results using the IMS file and IMS narrative proposed.

The Offeror is expected to use realistic data and assumptions to produce a realistic IMS and provide a credible risk assessment of the schedule, which includes the Offeror's risk mitigation plan(s) for risk areas. An unrealistic assessment or failure to address risk areas may result in IMS adjustments by the Government to produce its independent IMS assessment and/or may be viewed as risk due to a lack of understanding of the requirements or the effort required to perform the work.

All additional schedule information shall be submitted within a schedule narrative provided in hardcopy and electronic format. The Offeror shall complete the IMS utilizing the instructions below:

- a. Required documentation standards apply to both prime and principal subcontractor(s), and any subcontractors required to report EVM in accordance with DFARS 252.234-7002.
- b. The level of detail in the schedule should be developed to at least Level 5 of the WBS, and go to the lowest level of tasks/activities that the effort will be managed. The Offeror shall provide an IMS to include significant external interfaces, critical items from subcontractors or other detailed schedules that depict significant and/or critical elements and GFE/GFI dependencies for the entire contractual effort in a single integrated network. The Offeror shall provide an IMS that has the capability to roll-up from the lowest manageable level to the highest summary level with complete horizontal and vertical traceability and capability to produce a calculated program critical path.
- c. The IMS shall identify proposed labor hours by functional labor category (e.g., design engineering, systems engineering, manufacturing, etc.) for each task (utilizing MS Project 'Work' and 'Resource Name' fields). The labor hours and resources proposed in the IMS shall be traceable to the staffing plan submitted in Annex A. Where subcontractor hours/resources are not included in the IMS, this shall be noted in the IMS narrative.
- d. The Offeror shall include a narrative on the Basis and Assumptions of IMS, outlining all program milestones/IMP events and documenting all major schedule assumptions that were



utilized in the development of the plan. The Offeror shall identify moderate-to-high risk areas and provide ground rules and assumptions as well as rationale for durations of activities with moderate-to-high technical or schedule risk, including but not limited to the following areas: prototype demonstration events, design tasks for each technical baseline, fabrication, calibration and delivery of EDM units, and alignment with platform integration development and test schedules. All additional schedule information shall be submitted within a schedule narrative provided in hardcopy and electronic format.

- e. The Offeror shall develop its IMS within the following constraints:
  - i. The Offeror shall propose a single numbering system that ties all activities in the network schedule to the events in the proposal IMP.
  - ii. The Offeror shall use a calendar consistent with the company's work schedule. A listing of company holidays and non-working days, for each year of the proposed plan, should also be included in the schedule narrative.
  - iii. The Offeror shall identify each activity in the schedule with the appropriate organizational (IPT) or functional code in the MS Project Text1 field). Ensure the organizational or functional code is aligned with the SEP.
  - iv. The schedule file(s) submitted electronically shall contain the following data, as a minimum for each event, activity, and milestone in the proposal IMS:
    - Responsible CAM - (if available)
    - Control Account Number - (if available)
    - Unique ID
    - IMP Reference/Code (Text3 field)
    - TD and EMD Phase Reference (Text6 field)
    - Name
    - Start
    - Finish
    - Duration (most likely) (use of elapsed days is only permitted for CDRLs)
    - Total Slack
    - Predecessors
    - Successors
    - Constraint Type (minimal constraints should be used)
    - Constraint Date
    - Organizational or Functional Code (Text1 field)
    - Level of Effort tasks (if applicable) (Text4 field)
    - CWBS (Text10 field)
    - SOW Reference (Text5 field)
    - Resource Name (functional labor category)
    - Work (labor hours)
    - Performing Company (Text11 field)

\* additional fields may be required
- f. The Offeror shall identify any customized fields used in the Microsoft Project schedule file and address their applicability in the schedule narrative. The Offeror must also provide

tracking to the text fields used if they do not correspond to the assigned text fields as identified above.

- g. If Level of Effort (LOE) tasks are included within the IMS, the Offeror shall ensure that they are clearly labeled and do not drive discrete work. LOE tasks shall not appear on the critical or driving paths.
- h. The following Microsoft Project fields should only contain data associated with the SRA: Duration10, Number1, Number3, Number4, Flag1, Cost10, Text8, Text9, Text27, Text28, Text29, Text30, Finish8, Finish9, and Finish10.
- i. Relationships with excessive lead or lag time should be avoided in the IMS submittal. If relationships with large lead or lag times (**i.e., greater than 5 days (working or elapsed) or percentages**) or if any of the logic ties associated with the driving/critical paths have lead/lag time cannot be avoided, the Offeror shall explain the need for each lead/lag in the schedule narrative and in the MS Project Notes field of the successor task/milestone.
- j. Any activity with duration greater than 125 work days should be divided into activities with smaller durations or, where this does not make sense, the Offeror shall explain the duration within the schedule narrative and MS Project Notes field.
- k. The durations provided by the Offeror for each task in the network schedule shall represent most likely durations.
- l. The Offeror shall let the logic determine the network and minimize the use of constraints. Constraints (other than “as soon as possible”) and directed dates and rationale supporting the need for each constrained/directed date in the schedule shall be included in the schedule narrative. Each constraint other than “ASAP” shall be justified separately in the schedule narrative and in the MS Project Notes field.
- m. The Offeror’s schedule narrative shall describe its current or proposed schedule management system and how it will be used to plan, coordinate, integrate, control and manage the program schedule, including the plan for electronic data transfer of schedule information to the Government.
- n. Where the Offeror must represent Government working time, this time shall be represented using one (and only one) of the following methods as approved by the Offeror’s System Description/Processes:
  - 1) Use of a Schedule Visibility Task (SVT). A discrete task with no assigned work hours, resources, budget or Cost Account reference.
    - a. It shall be easy to identify the task by the use of a distinguishable character included within the task name such as: SVT (Schedule Visibility Task), TA (Tracking Activity), etc. and by clearly identifying the SVT by use of a customized field.

- b. The task shall not be part of the Program Management Baseline (PMB).

NOTE – The SVT task method is the desired method for tracking non-budgeted tasks.

- 2) A start and completion milestone linked using a Finish to Start (FS) lag. For example:
  - a. Government Test Begins (milestone) linked  
FS + 40d (Govt conducts test) to
  - b. Govt Test Complete (milestone)

Offeror tasking necessary for the Government start milestone shall be linked as predecessors; subsequent tasking that is reliant on the completion of the Government milestone shall be linked as successors. The activity names of the start and completion milestone should be descriptive of the work that will be occurring within the lag.

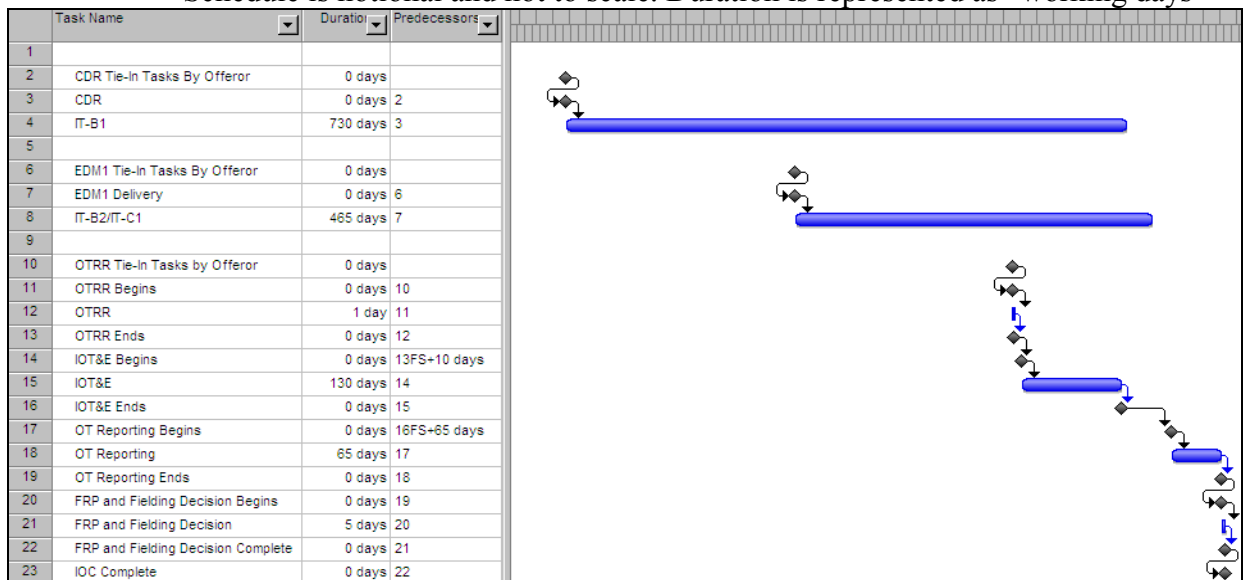
NOTE – this is not applicable for the actual conduct of SETR tasks (e.g., Conduct CDR, SVR, etc.), which shall be represented in the IMS as actual tasking.

- o. The Offeror shall incorporate the following assumptions in its IMS:
  - 1) For CDRLs with Approval Code “A” in block 8 of the DD form 1423-1, the Offeror shall represent Government review and approval time (using work days or elapsed days as appropriate), specified in Block 16, with an SVT task or lag tied using a Finish to Start relationship from a ‘Start Government CDRL Review’ milestone to a ‘Government CDRL Review Complete’ milestone. The Start milestone shall be driven by the Contractor’s CDRL submittal; subsequent tasks that rely on the contents of the CDRL shall be linked to the ‘Government CDRL Review Complete.’ Note: The Offeror shall use a naming convention that clearly describes the CDRL being reviewed by the Government. Where a review time is not specified in Block 16, assume there will be a 30 calendar day review time.
  - 2) Offeror shall outline how all Technology Readiness Level (TRL) demonstrations and events will be completed in a timely manner to complete TRA reporting for MS B. The Government expects TRA reporting to take 3-4 months prior to MS B. The Offeror shall substantiate any time period proposed of less than 3 month prior to MS B.
  - 3) The schedule is in the Systems Engineering Plan which is provided as GFI. The Government length test activities are described in the EMD Statement of Objectives.
  - 4) The Offeror shall represent the Government requirements for Initial Operational Test and Evaluation preparation, execution, and reporting in its IMS to ensure its depiction of achieving IOC accounts for these statutory requirements. All schedules should conclude with following:
    - CDR tie in task/milestone, as determined by the Offeror, linked FS with IT-B1 testing which will take 730 working days.
      - The offeror shall represent all detailed tasks necessary to accomplish the testing including associated logic ties.

- EDM1 Delivery tie in task/milestone, as determined by the Offeror, linked FS with IT-B2/IT-C1 testing which will take 465 working days.
  - The offeror shall represent all detailed tasks necessary to accomplish the testing including associated logic ties.
- OTRR tie in task/milestone, as determined by the Offeror, linked to
- OTRR Begins linked
  - FS + 1 work day lag or 1 day SVT task to
- OTRR Complete linked
  - FS + 10 work days lag or 10 day SVT task to
- IOT&E Begins linked
  - FS + 130 work days lag or 130 day SVT task to
- IOT&E Complete linked FS to
- OT Reporting Begins linked
  - FS + 65 work days lag or 65 day SVT task to
- OT Reporting Complete linked FS to
- FRP and Fielding Decision Begins linked
  - FS + 5 work days lag or 5 day SVT task linked FS to
- FRP and Fielding Decision Complete linked FS to
- IOC Complete

**\*\*All lags and tasks listed are working days, and all work is in serial.\*\***

**\*\*Schedule is notional and not to scale. Duration is represented as “working days”\*\***



### 2.2.3 Technology Roadmap

The Offeror shall provide a Technology Maturation Plan (TMP) for candidate Critical Technology Element (CTE)s. The Offeror shall provide as Annex K a Technology Work Breakdown Structure (TWBS) in accordance with the template provided as a Section L Attachment 1. The Offeror shall document in each TMP the specific details and success criteria of all proposed prototype demonstrations. The Offeror shall address whether flight demonstrations are proposed as part of its TRA activities. The Offeror shall document in each

TMP how each candidate CTE will be integrated at the system/subsystem level and demonstrated in the intended relevant environment to achieve TRL 6 in time to complete TRA reporting for MS B. The Offeror shall define and document in each TMP what constitutes a high-fidelity (form, fit, function) relevant environment with stressing mission relatable scenarios. The Offeror shall document in each TMP an implementation plan for mature fallback technologies as options, should the candidate CTE fail to mature as planned. The TMP for each identified candidate CTE shall contain the detailed developmental steps, required prototypes, and associated test events and demonstrations required. The Offeror shall use the hardware and software TRL definitions provided in NAVAIRINST 3910.1 of 21 Oct 2009 to define the criteria for all required demonstrations. For each NGJ candidate CTE, the Offeror shall describe the current performance, the performance required to meet the NGJ SPS, and each activity that is proposed to improve the performance, along with the activity's expected results. The Offeror shall identify TMP risks and burn down plan to achieve TRL 6 in time to complete TRA reporting for MS B.

The Offeror shall compare the expected performance of each prototype as required in the TD SOW to the Offeror's NGJ system design allocations and document any remaining engineering effort required post-TD phase to enable the NGJ system to meet the NGJ SPS, for all components and subsystems, not just those proposed as candidate CTEs. The Offeror shall explain how it is ensuring that only engineering effort, not technology development effort, will be planned or required post-TD phase.

The Offeror shall describe the approach to comparing prototyping demonstration results to the PDR allocated baseline, and reconciling differences between the prototype results and the NGJ system design.

#### 2.2.4 Systems Engineering Management Plan

The Offeror shall prepare a preliminary SEMP per the SOW, SEP, and Section J Exhibit A. The SEMP shall be included in the proposal as Annex C and will delineate all elements of the SE process and describe the integrated technical approach to the entire program development effort, including the TD and EMD phases. The SEMP may be formatted as desired by the Offeror but must contain the Specification Tree through the Functional Baseline, Technical Performance Measures, how the Offeror intends to integrate with the Government's requirements management process, Interface Control Working Group and the EA-18G Government / Contractor Teams, and the information described in the SOW, SEP, and Section J Exhibit A.

#### 2.2.5 Anti Tamper Plan

The Offeror shall provide a preliminary AT Plan in Annex D, to the level known and understood during the proposal preparation phase that addresses protection of Critical Program Information (CPI) and Critical Technologies (CT) from reverse engineering in the cases of unplanned loss and international sale. The Offeror shall identify potential CPI and CT items that will require protection from exploitation. A template for the AT Plan is provided as part of this RFP package

in Section L Attachment 2. In addition to the information required in the template, the AT Plan may contain the following:

- a) Contractor's proposed NGJ AT Architecture
- b) NGJ AT system integration performance requirements
- c) CPI and CT for proposed architecture and locations of CPI and CT in the architecture
- d) TRLs for the proposed AT hardware techniques.
- e) Attack tree analysis
- f) Potential AT solutions for the NGJ
- g) Contractor-based advanced development, special program engineering, Intellectual Property (IP) or Independent Research and Development (IRAD) technology (this includes any hardware, software, and AT security techniques etc) to be integrated into any portion of the AT Architecture. Ensure any additional cost or schedule associated with the effort is included in the cost volume and/or the IMS.
- h) Plan to ensure security of AT protected hardware and software throughout the life cycle of the NGJ system including methodology, cost, and approach including how AT-related hardware and software will be protected from inadvertent disclosure through training, technical, instructions, orders, manuals, or schematics.
- i) Description of how the AT implementation will impact maintenance at the Organizational Level, the Intermediate Level, and Depot level.

#### 2.2.6 GFP/GFE/GFF/GFI

The Offeror shall describe its approach towards minimizing the amount of GFP/GFE/GFF/GFI required to perform the TD contract. Provide a GFP/GFE/GFF/GFI Lists for the TD phase in the oral presentation and Annex E that may be incorporated into the contract. The contents of Annex E shall be identical to Cost Attachment 7. Provide a separate list in the Oral presentation in table format to describe the GFP/GFE/GFF/GFI required for the EMD phase. Describe the risk associated with each Government Furnished item should the Government not be able to provide the item or provide it on time. If in the course of developing an approach that minimizes Government Furnished items, the Offeror believes that it is in the best interest of the Government to provide other item(s) not on the proposed list, then the Offeror should propose these additional items, justifying that the benefit to the Government outweighs the risk to the Government.

#### 2.2.7 Risk and Opportunity Management Processes

The Offeror shall describe the risk and opportunity management processes that will be implemented as part of the entire NGJ program development effort. The Offeror shall show that the proposed risk and opportunity management processes meets the requirements defined in the SOW. The Offeror shall describe how risks and opportunities are identified, assessed, documented, incorporation plans prepared, and tracked in order to proactively manage risk and opportunities for the program. The Offeror shall describe how risk identification and assessment considers risk across all domains, including but not limited to program management, contracting, engineering, test and evaluation, logistics, and security. The Offeror shall indicate how resource requirements are integrated with earned value management systems, specifically to include a

description of utilizing management reserve to perform risk mitigation activities. The Offeror shall identify preliminary risks, rated as medium or high, and define a mitigation plan to reduce risks to an acceptable level. The Offeror shall describe how these risk items relate to the critical path, system performance, schedule, and program cost. At a minimum, the Offeror shall include the risks of:

- a. Achieving the Size, Weight, and Power requirements for the NGJ System
- b. Achieving EIRP, Frequency and Spatial coverage.
- c. Design and implementation of reliability, availability, and maintainability requirements
- d. External dependencies not under control of the Offeror that could have a serious impact on the ability to deliver the capabilities within the cost and schedule of the proposal. For each of these external dependencies, identify the responsible organization and discuss at least one possible work-around if the external dependency is late or does not meet the prescribed need.

#### 2.2.8 Master Test Plan

The Offeror shall provide a draft master test plan per the SOW/SOO and Section J Exhibit A and include as Annex F. This plan shall provide a high level description of the test strategy for integration, qualification and performance testing to be conducted during the entire NGJ program development effort, including the TD and EMD phases. The Offeror shall describe the integration of test planning and verifiability of requirements with the systems engineering process. The draft plan shall provide details regarding prototype integration, safety of flight qualification testing, and contractor performance testing to be conducted prior to the concept demonstration test event. The master test plan shall provide a high level description of the subsequent aeromechanical/airworthiness testing and formal qualification and performance testing that will be conducted under the EMD effort, to include descriptions of assumptions regarding quantity / scope of range and performance testing. The Offeror may identify potential efficiencies or necessary changes in the EMD test program and the EMD SOO schedule, and shall provide rationale.

The Offeror shall describe the plan for providing an airworthiness basis to receive a flight clearance for first flight and build-up through envelope expansion during the flight test program in accordance with MIL-HDBK-516B, Airworthiness Certification Criteria. The Offeror shall describe their use of flight clearances in accordance with NAVAIRINST 13034.1D. The flight clearance plan should include phasing of flight clearance releases as well as the process for requesting clearances.

The Offeror shall describe the design efforts for providing instrumented, mass-model NGJ shapes that will be carried for air vehicle flight test. The instrumented mass-model shapes will satisfy the data requirements for flutter, noise and vibration, loads, and flying qualities.

#### 2.2.9 Government Use of Technical Data and Computer Software

The Offeror shall describe the extent to which the rights in technical data (TD), computer software (CS), computer software documentation (CSD), and inventions/patents offered to the Government for the Technology Development Design Phase will ensure the NGJ system will have unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade

of the NGJ system throughout its life cycle; allow for open and competitive procurement of NGJ system enhancements; and permit the transfer of the NGJ system non-proprietary object code and source code to other contractors for use on other systems or platforms.

The Offeror shall provide the following information related to Rights in Background Inventions:

- a) The Offeror shall attach to its offer a list, entitled “Background Inventions—Identification and Licensing” (the BIIL List), providing information concerning all background inventions. A “background invention” is any invention, other than a subject invention, that is covered by any patent or pending patent application in which the Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) (1) has any right, title, or interest; and (2) proposes to incorporate into any items, components, or processes (ICP) to be developed or delivered, or that will be described or disclosed in any TD, CS, or CSD to be developed or delivered, under the resulting contract. For each background invention, the BIIL List shall identify:
  - (1) the invention, by serial number, title, and date of the patent application or issued patent;
  - (2) the ICP, TD, CS, and CSD that will incorporate or disclose the invention;
  - (3) the nature of the Offeror's right, title, or interest in the invention; and
  - (4) the amount, if any, which the Offeror intends to charge the Government for royalties with respect to the invention.

The Offeror shall submit the BIIL List as an attachment to its offer, dated and signed by an official authorized to contractually obligate the Offeror. If there is no information to be included in the BIIL List, the Offeror shall submit the list and enter “None” as the body of the list. If the Offeror is awarded a contract, the BIIL List shall be attached to the contract.

- b) The Offeror shall attach to its offer a list, entitled “Third-Party Patent Rights – Identification and Licensing” (the 3PRIL List), providing information concerning all third-party patent rights for which it intends to pay royalties and the amount of the royalties in order to perform under the contract. The Offeror shall submit the 3PRIL List as an attachment to its offer, dated and signed by an official authorized to contractually obligate the Offeror. If there is no information to be included in the 3PRIL List, the Offeror shall submit the list and enter “None” as the body of the list. If the Offeror is awarded a contract, the 3PRIL List shall be attached to the contract.

#### 2.2.10 Software Development Plan (software engineering management approach)

The Offeror shall submit a preliminary version of their Software Development Plan (SDP) as Annex G per the SOW and Section J Exhibit A, addressing the entire program development effort, including the TD and EMD phases. The Offeror shall also submit, as a part of their proposal, an SDP Rationale which describes why their specific approach is appropriate for the NGJ system. The SDP measurement plan shall be consistent with the reporting requirements identified in– Cost and Software Data Reporting Plan.



### 2.2.11 CMMI

The offeror shall describe the processes proposed for NGJ system development. The Offeror shall map these proposed processes to the Software Engineering Institute's Capability Maturity Model Integration (CMMI) version 1.3 maturity level 3 staged representation and describe the degree to which the proposed processes are equivalent to capability level 3 defined processes. A similar description shall be supplied for all subcontractors with software or firmware development tasking related to the Offeror's proposal. The Offeror shall also address the following areas:

- a) Detail the quality assurance processes/procedures and the methodology to be used for identifying and tracking software and firmware defects.
- b) Describe how the Offeror manages integration of software and firmware from team members and subcontractors, especially if their equivalent maturity level is not equal to or higher than the Offeror's.

Offeror shall also describe any previous equivalent CMMI level 3 and equivalent model-based process maturity appraisals performed.

- a) Identify the agency/company that performed the Evaluation(s) and provide a point of contact's name, telephone number, and e-mail address.
- b) Identify the date that the evaluation was obtained and the level earned.
- c) Identify the projects being performed at the level of evaluation and demonstrate the degree of relevancy that those projects have to the NGJ development
- d) If a CMMI Level 3 certification was not obtained and equivalency cannot be demonstrated for the Offeror or any subcontractor with software or firmware development tasking, provide a Risk Mitigation Plan to account for the risk(s) associated with a maturity level that is less than SEI CMMI Level 3 staged representation. As a minimum provide the following:
  - 1. Identify those process areas that failed to meet or exceed an SEI CMMI Level 3 or equivalent rating.
  - 2. A schedule and plan that describes how the weaknesses that have prevented SEI CMMI Level 3 or equivalent capability will be corrected to support NGJ development.

### 2.2.12 Affordability Management

The Offeror shall describe the detailed approach to controlling cost and schedule within affordability targets during the execution of the contract, including the following areas:

- a) A description of how the Cost as an Independent Variable (CAIV) process will be used to ensure the development, production, support, and operation of an affordable and fully functional product.
- b) How a Life Cycle Cost Estimate (LCCE) will be created and maintained that includes all prime contractor and subcontractor costs for development, production, fielding,

sustainment, and disposal.

- c) A plan for addressing Schedule/Cost Status for each IPT and /or Organizational Category during weekly status meetings. The contractor shall include their planned, structured approach to presenting this data during the status meetings. Include at a minimum: examples of templates, spreadsheets, or graphs that show schedule status (planned starts/finishes verse actual starts/finishes, and delinquent tasks) across each IPT and WBS element; the proposed IPT/Organizational staffing charts that are representative of the proposed IMS resource loading; examples of how weekly cost variance will be utilized as a leading indicator assessment of performance to the PMB. Also include a discussion on how the presented data will be used to daily manage and execute the scope of work.

#### 2.2.13 Subcontract Management

- a) Offerors are required to (1) provide a copy of all teaming arrangements, and (2) explain why the teaming arrangements do not inhibit competition. The documentation must include, but is not limited to: structure of the teaming arrangement, responsibilities, and liabilities; financial responsibility; managerial responsibility and accountability; and applicable legal documents.
- b) The Offeror shall submit a preliminary version of the Subcontract Management Plan as Annex I per the SOW and Section J Exhibit A.

#### 2.2.14 Small Business Considerations

- a) Small Business (SB) Utilization Strategy: All Offerors (Large and Small Businesses) shall address their strategies for utilizing SB Concerns in the performance of this contract, whether as a joint venture, teaming arrangement or subcontractor. SB Offerors may meet this requirement using work they perform themselves. For purposes of this solicitation, the term SB Concern shall also include the subcategories of Small Disadvantaged Business, Women-Owned SB, HUBZone SB, Veteran-Owned SB, and Service-Disabled Veteran-Owned SB. Each subcategory of SB shall be addressed. This strategy is separate from, but shall be consistent with, the SB Subcontracting Plan, if such a Plan is required. In describing its SB Utilization Strategy for this solicitation, the Offeror shall, as applicable:
  - Describe its approach to identifying SB Concerns;
  - Describe the extent of participation of SB Concerns on this contract, including a detailed description of the supplies and services for each SB Concern subcategory, and the complexity and variety of the work SB Concerns are to perform. For each SB Concern specifically identified in the proposal, provide the SB Concern's CAGE Code, or, if the SB Concern is not registered in the Central Contractor Registration, as a minimum provide evidence of self-certification as a SB Concern. Where possible, provide documentation regarding enforceable commitments to utilize each SB Concern;
  - Identify what processes have been implemented to correct past inability to meet proposed goals, and any validated improvements;

- Provide targets, expressed as dollars and percentages of total contract values and percentages of total subcontract values for SB Concerns and each subcategory of SB. Targets of subcontractors must be listed separately;
  - Describe its specific efforts to ensure the resulting contract meets or exceeds proposed goals. These efforts shall include, but are not limited to: sponsoring program specific outreach events and industry conferences, establishing Mentor-Protégé relationships and market research using websites such as the NAVAIR Office of Small Business Programs website (<http://www.navair.navy.mil/osbp>) to locate small business concerns; and
  - Demonstrate (Large Business only) that it's SB Utilization Strategy is consistent with its SB Subcontracting Plan. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall describe how SB participation on this contract will contribute to its overall Comprehensive Subcontracting Plan goals.
- b) SB Subcontracting Plans: The Large Business Offeror shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as Annex I. The Subcontracting Plan (consisting of SB Subcontracting Plan template and individual goals as defined above) of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702(a)(1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.
- c) SBIR Program: All Offerors (Large and Small Businesses) shall describe any plans they may have for use of the SB Innovation Research (SBIR) and SB Technology Transfer (STTR) Programs to insert new technologies into the proposed end item.

### **3.0 VOLUME 3 - PAST PERFORMANCE**

**Note: This volume shall not contain any reference to cost or price aspects of the offer**

#### **3.1 General**

The Section L attachments that the Offeror shall utilize to provide past performance information as required for this volume are as follows:

Attachment (3)	Past Performance Questionnaire
Attachment (4)	Summary of Relevant Past Performance Contract Data

The Offeror shall identify recent relevant contracts on similar programs that provide evidence of its organization's (including the Offeror's principal and critical subcontractors, and JV/SLE team members) ability to perform the effort required for this program. Past Performance information provided should be related to similar programs/contracts performed in the same division, or cost center (e.g. the same CAGE code) in which the Offeror proposes to perform this effort.

Additionally, Past Performance information shall be related to contracts, or portions of a contract whose performance is within five years from the proposal due date. Offerors shall provide information concerning any show-cause notices, cure notices, or termination for default on any contract. As much as possible, maintain consistency between the descriptions of the Offeror's corporate experience provided in Corporate Experience Volume 4, and the descriptions provided in this volume.

For all contracts identified which do not have CPARs, the Offeror will forward a copy of Attachment (3) Past Performance Questionnaire to that contract customer's PCO, Administrative Contracting Officer and Program Manager or commercial equivalents. Please forward all questionnaires within two weeks from the RFP release date to allow adequate time for the recipient to respond. (Note that the RFP number should be removed from the Questionnaire header before forwarding them.) The Offeror shall include instructions for the customers to send completed questionnaires within two weeks of its receipt via e-mail to Mr. Kyle Richmond, PCO, at [Kyle.Richmond@navy.mil](mailto:Kyle.Richmond@navy.mil). The Offeror shall not conduct follow-up actions with regard to this questionnaire, other than to confirm receipt by the recipient. The Government may contact those customers identified by the Offeror to obtain follow-up Past Performance Information. The Government may send additional questionnaires as necessary.

Offerors shall provide an authorization letter with written consent, in the Past Performance Volume, from each participating principal and critical subcontractors, and JV/SLE team members to authorize the Government to coordinate their Past Performance issue(s) with the Prime Offeror for the solicitation. If Offerors do not submit such written consent, then the Government will address any past performance issues directly with the subcontractor, or JV/SLE team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any subcontractors or JV/SLE team members that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.

Offerors are reminded that both independent data and data provided by the Offerors in any volume of their proposals may be used to evaluate past performance. The Government reserves the right to use Past Performance information obtained from sources other than those identified by the Offeror. This information will be used for the evaluation of past contractor performance.

### **3.2 Relevant Contract Data**

The burden of providing thorough and complete past performance and systemic improvement information remains with the Offeror.

In this volume, identify contracts, or portions of a contract, whose performance is within five years of this proposal due date and contain efforts similar to those efforts (e.g., end product or service, contract tasks, contract type, contract dollar value, etc.) required by this solicitation for the Offeror, the major subcontractors, critical subcontractors, and JV/SLE team members. In general, recent performance will be considered more relevant than older performance. Commercial contracts may be included. List the contracts from the most relevant to the least

relevant. These contracts should include the relevant contracts for the Prime and the major subcontractors. If the Offeror is proposing as a JV/SLE, the Offeror should also provide the relevant contracts for the JV/SLE and for each member of the JV/SLE. Contracts detailed in this volume should be the same contracts/efforts identified in the Corporate Experience Volume 4.

Provide the requested Past Performance information in an Excel Spreadsheet in the format depicted below, and as provided in Attachment 4 Summary of Relevant Past Performance Contract Data. Attachment 4 includes tabs for each contract and instructions to complete the form. Add additional tabs as necessary. Provide the completed Attachment 4 electronically in a single spreadsheet, as a separate file in the Past Performance Volume 3 CD-ROM and as part of the Offeror's paper and paperless Past Performance Volume 3 proposal. Please note that this form is a summary of your relevant contract data. All detailed information and comparative analysis of the past performance references to the solicitation requirements shall be provided in part 3.3 of the Offeror's proposal. Per the Executive Summary instructions, contract reference numbers used in this volume shall correspond to the contract reference numbers used in the Past Performance Volume 3 (e.g. P1, P2, S1, S2, etc.).

#### **Section L Attachment 4 Summary of Relevant Past Performance Contract Data Form**

<b>Summary of Relevant Contract Data for the Next Generation Jammer Program</b>		
1	Contractor Name (Prime, Principal Subcontractor, or JV/SLE Team Member)	
2	Contract Reference (e.g., P1, P2, T1, T2, S1, S2, etc.)	
3	Title of contract	
4	Contract number and Type	
4a	Delivery/Task Order Number (if applicable)	
5	Subcontract Number/PO Number (If acting as subcontractor on this past contract; For the prime contract identified in 4 above, identify the contracted parties.)	
6	Procuring agency (related to the prime contract)	
7	Description of product or service	
8	Period of performance	
9	Cage Code: XXXXX	
10	DUNS #: XX-XXX-XXXX	
11	Dollar value of contract	
12	Acquisition Phase(s) of Contract	

13	Identify if the Offeror acted as the Prime or Subcontractor on this past contract.	
14	Identify the date(s) of the completed CPARs in PPIRS. (Also, complete the below POC information.)	
15	If No CPARs are in PPIRS, identify the date past performance questionnaires were sent. (Also, complete the below POC information)	
16	Points of Contact who can validate performance on above listed contract	
16a	Gov't PCO or Commercial Purchasing Agent name:	phone/email:
16b	Gov't ACO name:	phone/email:
16c	Gov't PM or Commercial PM name:	phone/email:
16d	Other (name & title):	phone/email:
17	Contractor's Relevancy Assessment. (See Instructions)	

Note 1: Relevancy

Provide a concise assessment of the degree of relevancy that each past performance referenced contract has to the solicitation, identifying tasks and/or aspects of the effort undertaken on the contract that are relevant to the program. Include your assessment of the relevancy of the contract in terms of one of the following ratings: Very Relevant (VR) or Somewhat Relevant (SR), where:

**Very Relevant (VR)** – Present/past efforts involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

**Somewhat Relevant (SR)** - Present/past efforts involved some of the scope and magnitude of effort and complexities this solicitation requires.

The contract relevancy assessment should be relative to the prime's, principal or critical subcontractor's or JV/SLE team member's proposed role/responsibility versus relative to the whole solicitation. For example, a subcontractor who is being proposed to perform only software has a past contract whose total work is software. Even though the software effort is only 10% of the solicitation effort, it relates to 100% of the subcontractor proposed effort for this proposal and therefore is considered Very Relevant vice Somewhat Relevant.

The following conditions result in a Not Relevant assessment:

- Contracts from an entity that does not have a defined proposed role and responsibility will be assessed as Not Relevant.
- Contracts from a different physical location (e.g., with different CAGE code/DUNS) than the entity proposed in the roles and responsibility table will be assessed as Not Relevant. Contracts that involve little to none of the scope,

magnitude of effort and/or complexities required by this solicitation will be assessed as Not Relevant.

- Contracts or those portions of the contract whose performance is older than 5 year from the proposal due date will be assessed as Not Relevant.

Offerors are advised that assessment of relevancy will be used to determine if a contract will be considered in the evaluation. Contracts assessed by the Government to involve little to none of the scope, magnitude of effort and/ or complexities that this solicitation requires, will be assessed as Not Relevant. Not Relevant contracts will not be considered in the Past Performance assessment.

### 3.3 Evaluation

Provide all the information identified below organized by contract.

For each contract identified, provide contract data, relevancy, past performance information and systemic improvement information as described below. As this information is presented in the proposal, demonstrate the relevancy of your, and if applicable, your principal or critical subcontractors' and JV/SLE team members' past performance and systemic improvements with respect to the solicitation requirements. For each past performance problem identified, describe the status of the systemic improvement efforts and, where applicable, demonstrate the impact that the systemic improvement effort had on resolving the problem such that it would not reoccur.

For any contracts referenced where the Offeror is aware of problems, the Offeror should describe those problems in section 3.3.2. In the event the problems are or have been corrected, discuss and demonstrate the resolution in section 3.3.3. For each contract identified in paragraph 3.2, provide the following information:

**3.3.1. Relevancy:** Offerors are required to explain what aspects of the contract are deemed relevant to the proposed program. Specifically, identify key or critical tasks of the Offerors past performance reference. Provide a comparative analysis to the solicitation requirements that would facilitate the Government's assessment of the relevancy of positive and negative past performance that may be found. This comparative analysis should show how the past performance contract reference relates to the solicitation with regard to technical complexity; task, process and/or product similarity; scope of effort; type of work; skills required; administrative and/or physical place of performance (CAGE/DUNS codes); and contract type and dollar value.

In the event an Offeror proposes past performance references for entities within the same company, but with different CAGE codes, an explanation must be provided as to why the past performance from another place of performance is relevant to the Offeror's proposed approach. A difference with respect to CAGE code could be because contract actual performance (the entity who performed the effort) was different than administrative performance (the entity who was awarded the contract).

In the comparative analysis, reference specific tasks from previous contracts SOW/SOO (identify paragraph – page references) to clearly identify how past tasks are similar to this

solicitation. Offerors shall submit portions of the previous contract SOW/PWS documents, which relate to the NGJ requirements, as an Annex L.

**3.3.2. Past Performance Information:** For each contract identified in paragraph 3.2, provide a brief description of performance in delivering quality products in each of the following areas: 1) meeting technical requirements, i.e., the quality of your technical performance, e.g., performing analysis, design, testing, etc., 2) meeting schedule requirements, i.e., schedule performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc., 3) controlling contract cost, i.e., cost performance and 4) managing the contracted effort, i.e., program management, e.g., cooperation with customer, subcontract management. Include in these descriptions any metrics that could demonstrate the current level of performance being obtained. Also describe past problems, including when they occurred, what the circumstances were surrounding the situation, and what the consequences were as a result of the problem.

**3.3.3 Demonstrated Systemic Improvement:** Identify those systemic improvement actions taken to resolve any past problems identified in 3.3.2. Provide the records of such results and indicate where they are documented, preferably in Government record systems. Describe the techniques, elements, and tools used to correct problems on the contract and, if applicable, how these techniques, elements, and tools may be used during this program. Provide quantifiable evidence or metrics that substantiate or demonstrate claims of improvement and to demonstrate that the past problem will not occur on this program.

It is incumbent upon the Offeror to explain the relevance of the data provided and substantiate that improvements from past performance problems are being made. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. Consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement. Demonstrated Systemic Improvement may be indicated by information as it relates to preventing recurrence of past problems, including: identification of the root cause of problem, corrective action plan that systemically addresses the past problem, how and when the plan was implemented, documented timeframe to demonstrated corrective action was implemented and successful; and performance data, preferably through Government records, to show performance improvements demonstrated systemic improvement. Demonstrate that the problem(s) will not reoccur or the extent and the likelihood that reoccurrence is reduced.

**3.3.4 Earned Value (If applicable):** Provide earned value data generated for that project, such as the latest or final Contract Performance Report Format I. Identify if there were any Over Target Baselines or restructures, (when occurred and the dollar value) and how performance data was impacted. For CPAR data, explain significant differences between earned value measure and CPAR rating, e.g., Exceptional CPAR rating under Schedule and SPI of 0.85.



**3.3.5 Small Business Concerns** (if applicable): Small Business Utilization: The Large Business Offeror shall provide copies of the final or most recent SF 294s/Individual Subcontracting Reports (ISRs) for the three most relevant government contracts provided in the Past Performance section of their proposal. The Small Business Offeror may provide this information in a format substantially the same as the ISR. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program, they shall provide copies of DCMA's most recent Review of Contractor's Comprehensive Subcontracting Program (DCMA Form 640), and three final or most recent SF 295s/Summary Subcontracting Reports (SSRs), and explain how the results shown in these documents demonstrate the realism of their proposed SB Utilization Strategy.

If applicable, note whether the contract met or exceeded small business, small disadvantaged business, HUBZone small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business utilization and subcontracting goals. All Offerors providing this information must explain how this information translates to reasonableness of their proposed SB Utilization Strategy targets in the Technical Volume.

#### **4.0 VOLUME 4 – CORPORATE EXPERIENCE:**

**Note: This volume shall not contain any reference to the cost or price aspects of the offer.**

The Offeror shall provide all detailed information and comparative analysis of the corporate experience requested in the subparagraphs below in the written proposal as well as a summary of corporate experience data utilizing Attachment 5 Corporate Experience Volume 4 C.E.1 Contractor Corporate Experience describing the Offeror, the Offeror's principal and critical subcontractors', and JV/SLE team members' corporate experience similar to that required for the instant contract. The experience provided should only relate to "corporate" experience, which is the experience that an entity (proposed Offeror, Offeror's principal and critical subcontractor, and JV/SLE team member) has gained through contracted work vice the experience of its personnel. Offerors should include their experience in any joint ventures/single legal entity as well as acting as an independent prime. Experience information provided should be related to similar programs/contracts performed in the same division, or cost center (e.g. the same CAGE code) in which the Offeror proposes to perform this effort. In general, recent experience will be considered more relevant than older experience.

In the following paragraphs (4.1 to 4.5), the Offeror shall provide examples of corporate experience performing the subject paragraph task and its associated subparagraph/subtask areas. The Offeror should describe the breadth and depth of the work performed where breadth is the degree to which the Offeror has performed all activities/tasks of a given effort and depth is the extent to which each activity/task of the effort was performed, e.g., frequency of occurrence (number of iterations), the degree to which sustained activity was performed, or the amount of rigor (detail) applied to the activity. Corporate experience noted should be relative to proposed roles and responsibilities of the Offeror or Offeror's **principal and critical subcontractors, and JV/SLE team members** in this solicitation as identified in Table E.S.1 Offeror Summary.

The Offeror should provide a comparative analysis between the Offeror's corporate experience and the SOW/SOO for the corporate experience requested in each paragraph below. In response to the paragraphs below, the Offeror should describe the degree of relevance that their corporate experience has to the SOW/SOO requirements as implemented by the Offeror's approach. The Offeror should also explain why the corporate experience is considered relevant; specifically, the Offeror should describe and compare the type of work, scope of effort, location of effort, and the product/technology involved (NGJ program or similar type of work). Note that contract experience for any entity without a defined role and responsibility will be deemed not relevant. Only contract experience for entities with the same CAGE code/DUNS as those proposed with a role and responsibility will be considered in the evaluation. Also, show the depth of experience by comparing the activities/tasks performed in the past to those that would be required for the efforts identified in paragraphs 4.1 to 4.5 of this section.

4.1 Hardware Development - Offerors shall submit a description of previous experience in performing tasks similar to that required for NGJ in the following areas:

- a. Development and maturation of technologies relevant to NGJ, such as high power RF systems, electronically scanned arrays, high power generation and distribution systems, and high capacity cooling systems
- b. Development of a pod system
- c. Development of a system with significant Size, Weight, and Power (SWaP) constraints

4.2 Aircraft Integration - Offerors shall submit a description of previous experience in the integration onto platforms similar to that required for NGJ including:

- a. Obtaining US Government Flight Clearances under the NAVAIR 4.0P process.
- b. Aircraft stores integration
- c. Operations in a ship's electro-magnetic environment
- d. Integration with onboard AEA or EW systems

4.3 Software Development - Offerors shall submit a description of:

- a. Previous experience in developing software using the same or similar processes and approaches as proposed for this solicitation
- b. Development of software with similar complexity to NGJ, such as Jammer management

4.4 Program Management - Offerors shall submit a description of Management, including:

- a. Program Management and Subcontractor Management of complex programs (e.g., ACAT I and ACAT II)
- b. Extent to which the Offeror's proposed management team and the Offeror's Subcontractors/team have previously worked together to deliver products and services
- c. Extent to which the Offeror and the Offeror's Subcontractors/team members have worked with Government program teams and Government contracting teams, including NAVAIR

- 4.5 Logistical Support – Offerors shall submit a description of previous experience in providing logistical support to other airborne government systems similar in size and scope to that required for TACAIR platforms. This support includes:
- a. System design for enhanced operational availability and supportability
  - b. Supportability analysis and developing a logistics support package to include LPD database
  - c. Development and integration of integrated maintenance, logistic, and training systems
  - d. Development and support of IETM's
  - e. Supply Support and Obsolescence Management
  - f. Item Unique identification Device (IUID) Implementation
  - g. Integration into shipboard aviation facilities

In addition to providing all detailed information and comparative analysis of the corporate experience in the subparagraphs above, the Offeror shall provide a separate corporate experience summary table by completing the Section L Corporate Experience Attachment 5 (Table C.E.1 Contractor Experience) (as outlined below) which should list the Offeror's reference contracts (or documented work effort) utilizing a separate worksheet for each subtask area and entity (Offeror, Offeror's principal and critical subcontractor, and JV/SLE team member), where the subtask area are each subparagraph letter under 4.Xa – z. For each worksheet provided, submit only those contracts and other information related to that experience in that task area. Ensure that corporate experience is identified only for that which the Offeror is proposed to perform (e.g., a JV/SLE team member assigned to perform Non-Destructive Test/Inspection has much experience in software development, but its software development experience would not be relevant because another entity would be doing that type of work.)

The Offeror, Offeror's principal and critical subcontractors, and JV/SLE team member shall provide their experience as an independent Prime, a subcontractor, or in any joint ventures in Attachment 5 Table C.E.1 Contractor Experience (see the format that follows).

Provide the completed Attachment 5 electronically in a single MS Excel workbook labeled as Annex M, using the instructions provided in the first tab, and provide printouts as part of the Offerors hard copy proposal. The contracts in Annex M should be ordered first by performing entity and then by order of relevance.

Per the Executive Summary instructions, contract reference numbers used in this volume shall correspond to the contract reference numbers used in the Corporate Experience Volume 4 (e.g. P1, P2, S1, S2, etc.).

Table C.E.1 Contractor Corporate Experience

Offeror:			Record of Experience for 4.1a Example						
Performing Entity	Contract Reference	Contract Number and Type	Physical Location of Proposing Organization (Place of Performance)	CAGE Code/DUNS associated with Physical Location	Brief Description of Roles & Responsibilities and % of proposed role for this element	Scope (\$)	Acted as Prime, Sub, or Team Member?	Recency (List Contract Start date and Completion date or specify "To Date" if not completed)	# of Years Experience
Company AB (JV/SLE)	Proposed	N00019-12-R-0035				N/A	Prime	Proposed	N/A
	P2								
	P1								
	P3								
Company A (JV/SLE Team Member)	Proposed	N00019-12-R-0035				N/A	Team Member	Proposed	N/A
	T <sub>5</sub>								
	T <sub>2</sub>								
	T <sub>1</sub>								
	T <sub>4</sub>								
	T <sub>3</sub>								
Company B (JV/SLE Team Member)	Proposed	N00019-12-R-0035				N/A	Sub	Proposed	N/A
	T <sub>8</sub>								
	T <sub>6</sub>								
	T <sub>7</sub>								
Sub Contractor A	Proposed	N00019-12-R-0035				N/A	Sub	Proposed	N/A
	S <sub>1</sub>								
	S <sub>3</sub>								
	S <sub>2</sub>								

Note: Contracts are first listed by Company and then ordered from most relevant to least relevant. Note: contract references should correspond to those in the Executive Summary, Table E.S.2 Relevant Contract Summary.

## 5.0 VOLUME 5 – COST

### 5.1 General Information

The following is a list of the Section L Cost Attachments that the Offeror shall utilize to provide cost information as required for this Volume:

Cost Attachment 1 (CA-1)	Program Work Breakdown Structure (PWBS) and PWBS Dictionary
Cost Attachment 2 (CA-2)	Modified DD Form 1921 Example
Cost Attachment 3 (CA-3)	Modified DD Form 1921-1 Example
Cost Attachment 4 (CA-4)	Cost Substantiation
Cost Attachment 5 (CA-5)	Systems Engineering/Program Management
Cost Attachment 6 (CA-6)	Skill Mix/Composite Direct Labor Rate
Cost Attachment 7 (CA-7)	Government Furnished Equipment/Property/Facilities/Information List

Cost Attachment 8 (CA-8)	Software
Cost Attachment 9 (CA-9)	Recurring Hardware Information
Cost Attachment 10 (CA-10)	Platform Integration Hardware Impact Cost Substantiation
Cost Attachment 11 (CA-11)	Platform Integration Software Impacts

All costs shall be contained in RFP Section B (see Volume 6 Model Contract) and the cost proposal. The Government is required to evaluate each proposal relative to the cost criteria submitted in response to Section M. Adequate substantiation is necessary for the Government to evaluate the cost and scope of the Offeror's estimate for realism and completeness, and to ensure all Next Generation Jammer (NGJ) Technology Development (TD) SOW and projected Engineering and Manufacturing Development (EMD) Statement of Objectives (SOO) requirements are included in the cost proposal. Proper presentation and adequate supporting documentation will ensure the cost proposal is efficiently evaluated and all assumptions are understood. **The burden of proof for cost credibility rests with the Offeror.**

The information required in these cost instructions applies to both the Offeror and to any Principal Subcontractors. Due to the proprietary nature of company rates, rate information may be presented separately for each Offeror and principal subcontractor. Each principal subcontractor that provides a separate volume shall follow the same format as described in these instructions.

In developing the cost proposal, the Offeror shall develop a CWBS and CWBS Dictionary that aligns to the Government provided Program Work Breakdown Structure (PWBS) contained Cost Attachment, CA-1. Tailoring of the CWBS is encouraged and allowed at levels below the PWBS to reflect the Offeror's specific design. The Offeror shall provide substantiation at the lowest CWBS level at which the Offeror's estimate was developed.

The Government will evaluate the technical and estimating approach of all proposals and perform an independent assessment of each Offeror. The assessment will address the sum of the resources required to realistically conduct the program proposed by the Offeror. Of primary importance to this process are the Offeror's actual expenditures for tasks comparable to those found in the CWBS and CWBS Dictionary and historical data from analogous efforts. Where this is not provided/available, the Government may consider historical data from previously executed programs and/or the judgment of members of the Source Selection Team.

The Government is not soliciting any Offeror investments. However, in order to properly assess a proposed cost that appears low or decreases program costs due to a corporate decision to absorb costs (e.g., company investment or management challenge or a contribution of resources and/or equipment), the Offeror shall fully identify and explain any such investments. Additionally, the Offeror shall propose an H-clause that clearly identifies the investment and the associated data and data rights that are conveyed to the Government, that specifically states the fiscal adjustment(s) and identifies the Offeror's liability in Volume 6, Administrative Volume of its proposal. This shall be a contractually binding clause.

Additionally, any adjustments shall be clearly described in the Ground Rules and Assumptions portion of the Offeror's Summary of Estimating Methodology (see paragraph 5.3.1). Any adjustments must be cross-referenced to the Offeror's CWBS, SOW, CLIN, IMS, IMP, and SEMP. The estimate must be easily traceable from the lowest level at which the Offeror's estimate was substantiated to the CLIN.

The proposal provided by the Offeror will follow the format provided in paragraph 5.3, Cost Proposal Instructions. Provide a cross-reference matrix as illustrated.

<b>CWBS</b>	<b>SOW</b>	<b>CLIN</b>	<b>IMS</b>	<b>IMP</b>	<b>SEMP</b>

## **5.2 Cost Proposal Guidelines**

In all cases, documentation is required for each Offeror's CWBS element priced out for the SOW/SOO contained in the RFP. This shall include the basis of estimate for labor, material, and purchased components. If there is any information requested that does not apply to the Offeror's proposal (e.g., non-recurring, manufacturing) then indicate with the letters 'NA' (Not Applicable) on any forms where a space is provided for that.

The Offeror shall ensure consistency between the information/data in this Cost Volume and that provided in the Technical Volume. The Offeror's Cost Proposal should trace to the proposed Integrated Master Plan (IMP) and Integrated Master Schedule (IMS). The IMP/IMS unique identification number should also trace to the CWBS resources proposed.

Cost information shall be submitted in Then Year dollars (TY\$) based on the Government's fiscal year (1 October through 30 September) with the escalation formula provided for each year. The Offeror shall provide a summary level of the Cost Proposal in Constant Fiscal Year 2013 dollars (FY13 \$) by Fiscal Year and CWBS using escalation/de-escalation factors supported by their rates and factors used in their cost proposal. Please provide this summary based on a Level 2 CWBS plus Level 3 for elements within Prime Mission Product.

Offeror provided Cost Attachments are acceptable in lieu of entering data on established Government forms; on the condition they include the same information as the established Government forms. The electronic version of such cost information shall be provided in Microsoft Excel 2007. Clearly identify the CWBS element and costs used on each form submitted in the cost volume(s) (e.g., - Manufacturing Cost, - Engineering Cost). Provide all data and the formula/adjustment used to derive the proposed cost. Ensure that the electronically submitted filenames are directly traceable to the hard copy submittals. The Offeror shall use formulas and functions to the maximum extent possible and avoid using output type "value only" cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.

The Offeror shall prepare and submit the cost/price proposal narrative substantiation and rationale in MS Office 2007 Word format and any numerical data in a Microsoft Excel 2007

format on CD-ROM. Files received in a format other than requested are unacceptable. Portable Document Format (PDF) is not acceptable, except when provided in addition to Microsoft Word or Excel formats. Numerical data presented in MS Office format must not be pictorial (i.e. pasted as a picture out of a MS Excel file) and show formulas when presented in MS Excel as applicable. The proposal shall be unprotected and unlocked, with formulae intact to show mathematical operations.

### **5.3 Cost Proposal Instructions**

The proposal provided by the Offeror shall follow the format below:

#### **Section 1 – Technology Development (TD) Costs**

##### **Tab 1 - Summary of Estimating Methodology**

Cost Attachment 4, Cost Substantiation

Cost Attachment 9, Recurring Hardware information

##### **Tab 2 – Programmatic Information**

Cost Attachment 7, Government Furnished Equipment / Property / Facilities / Information List

Cost Attachment 5, SEPM WY Level of Effort (LOE) Staffing Matrix

Cost Attachment 10, Platform Integration Hardware Impact Cost Substantiation

Cost Attachment 11, Platform Integration Software Impacts

##### **Tab 3 – Cost Summaries**

Cost Attachment 2, Modified DD Form 1921 Example

Cost Attachment 3, Modified DD Form 1921-1 Example

##### **Tab 4 – Labor**

##### **Tab 5 – Material**

##### **Tab 6 – Other Direct Charges**

##### **Tab 7 – Profit or Fee**

##### **Tab 8 – Software (TD) form**

Cost Attachment 8, Software

#### **Section 2 – Engineering and Manufacturing Development (EMD) Costs**

##### **Tab 1 - Summary of Estimating Methodology**

Cost Attachment 4, Cost Substantiation

Cost Attachment 9, Recurring Hardware Information

##### **Tab 2 – Programmatic Information**

Cost Attachment 7, Government Furnished Equipment/ Property/ Facilities/ Information List

Cost Attachment 5, SEPM WY Level of Effort (LOE) Staffing Matrix

Cost Attachment 10, Platform Integration Hardware Impact Cost Substantiation

Cost Attachment 11, Platform Integration Software Impacts

##### **Tab 3 – Cost Summaries**

Cost Attachment 2, Modified DD Form 1921 Example

Cost Attachment 3, Modified DD Form 1921-1 Example

Tab 4 – Labor

Tab 5 – Material

Tab 6 – Other Direct Charges

Tab 7 – Profit or Fee

Tab 8 – Software (EMD) form

Cost Attachment 8, Software

**Section 3 – Contractor Rates**

Tab 1 – Indirect rates

Tab 2 – Direct rates

Cost Attachment 6, Skill Mix/Composite Direct Labor Rates

Tab 3 – Cost to Sell Equations

Tab 4 – Escalation

**Section 4 – Other Cost Impacts for the NGJ Contract**

**5.3.1 SECTION 1: TD COST SPECIFIC INSTRUCTIONS**

The following guidelines and sample formats/attachments are provided to assist the Offeror in preparing clear, concise, comprehensive, and traceable proposals.

A. The Offeror shall cost the CWBS and ensure that it is cross-referenced to the proposed SOW, CLIN, IMS, IMP, and SEMP. All totals should agree. Substantiation should be provided at the lowest level for which the Offeror developed estimates. Ensure consistency between the information/data in this Volume and that provided in the Technical Volume. Specifically, ensure the resources identified in the IMP and IMS are consistent with the costs proposed in this Volume and the basis for those estimates.

B. Data Substantiation is required, by CWBS element, for all prime and principal subcontractor costs and clearly described in Cost Attachment 4, Cost Substantiation. Historical data from comparable or analogous systems/subsystems should be used to substantiate the Offeror's estimate where possible. When using historical cost data from comparable systems/subsystems, all assumptions affecting the Offeror's cost proposal are to be fully documented (e.g., escalation methodology, make or buy decisions, etc.). A summary programmatic and technical description of the historical system should be provided along with the actual cost data for the historical system, a comparison to the proposed system, and any adjustments made to derive the proposed estimate. The following shall be considered:

- 1) Programmatic description related to the acquisition aspects of any system identified by the Offeror as comparable/analogous. This includes, for example, the years the item was procured, production rates, quantities procured by year and definition of system composition, sole source or competitive procurement, and the development time period.



- 2) Technical description including the performance and physical aspects of the system. This describes the system in terms of the number of parts, physical configuration, type of material, technology, and physical/performance parameters.
- 3) Actual cost data including the cost account, narrative description of the effort, and the actual cost data (material and person-hours). The cost data should be provided in terms of total dollars actually spent by fiscal year and unit cost.
- 4) When using historical data, the Offeror should describe why the system is comparable to the proposed program. This includes a functional and technical comparison explaining the differences as well as similarities between the historical and the proposed system. Also include an explanation of the relationship between the analogous element cost and the total program cost.
- 5) Adjustments to derive the proposal estimate relate to reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror should provide the basis and document any adjustments applied to the historical data (e.g., complexity factors and normalization methods), which reflect the characteristics of the proposed system. This includes an audit trail sufficient for the Government to reconstruct the proposed estimate and judge its credibility.

C. General statements such as “estimates were derived from engineering analysis or judgments” are unacceptable. If a level of effort task is the basis for projecting labor hour requirements, the data substantiation shall include task duration, man-loading, number of times the task is repeated (if applicable), time-phased hours and associated costs, and the relationship between the historical system and the system under review. If a "new or improved" engineering or manufacturing process is the basis for projecting labor hour requirements, the Offeror shall provide a description of the improvements, the relationship to the previous process, a summary of how these improvements will be achieved, and the cost impact of these improvements. General statements about process improvements, management by Integrated Product Team, the application of Acquisition Reform and Lean Six-Sigma/Airspeed, etc., will not be sufficient without substantiating data. Specific savings in person-hours and material must be documented with regard to the content and practicality of these improvements. Adjustments made to the historical data to normalize for changes in the accounting system, business base, or inflation rate should be substantiated.

#### **Tab 1 – Summary of the Estimating Methodology**

In this section the Offeror shall provide an overview of the process used to develop the cost proposal. This will include, at the minimum, a summary of the approach used to estimate labor hours and a description of the process used to obtain vendor quotes for purchased equipment and/or material. It will also include a traceability matrix or table that shows the link between the labor hours and material costs included in the cost summaries and those in the detailed labor and material sections. Similar information shall be provided to show traceability between the prime and subcontractor sections.

Provide a cross-reference matrix as illustrated in Paragraph 5.1.

To support the TD proposal, the Offeror shall provide discussion of the pricing methodology to address why the Offeror's proposed cost is realistic, including such factors as commonality with other programs, commercial sources, advantages of quantity buys, etc. The Offeror shall describe the estimating technique in sufficient detail to enable the Government to replicate the Offeror's estimating technique. For example, if learning curve theory is the basis for estimating unit costs, the Offeror should provide its formulation of the theory with all formulas, terms and exponents clearly defined. The substantiation should also include a discussion of the theoretical first unit values, any prior units, improvement slopes, and rate slopes if applicable. The Offeror shall provide this data in a summary format as provided in Cost Attachment 9, Recurring Hardware Information. If parametric simulation or statistically derived models are used, statistical measures of confidence, prediction capability, and fit should be provided for independent and dependent variables, as well as the raw data and source(s) of this raw data.

## **Tab 2 - Programmatic Information**

A. Ground Rules and Assumptions. Provide an explanation of all ground rules and assumptions that affect the cost estimates. Topics to be addressed must include, but are not limited to, technical and programmatic requirements, business base, the basis (source) of labor and overhead rates, investments, cost-sharing arrangements, make/buy decisions, prime/subcontractor relationships and inflation/escalation. Label clearly all tables and charts. All calculations shall obey standard mathematical principles - numbers shall be correctly added, subtracted, etc. General information should be provided in this subsection, with specifics addressed in the appropriate section/subsection. The Offeror shall provide a detailed cost estimating methodology section that provides the detailed rationale and documentation of hours, material and purchased items needed by the Government to assess the credibility and executability of the proposal.

B. GFE/GFI/GFP/GFF. Identify any GFE and Government Furnished Property/Facilities/Information (GFP/F/I) required in performance of the contract in Cost Attachment 7, Government Furnished Equipment/ Property/ Facilities/ Information List. The items on this list should be identical to those provided in accordance with paragraph 2.2.6 of Section L and included in Annex E. Cost Attachment 7 shall include, as applicable, the associated CWBS element, Item Description, NSN or P/N, Unit Cost, Quantity, Total Cost, Contractor/Supplier, Location, Availability, and any additional comments the Offeror believes to be pertinent to the Government's evaluation.

C. System Description. Provide the following technical information for the proposed system and each proposed source data of each historical system used for analogy or parametric estimation.

- 1) Hardware. An identification of the major hardware components within the proposed system. Also identify each component by material composition, prime/principal subcontractor, and make versus buy status.
- 2) Software. An identification of the Computer Software Configuration Items (CSCIs), tracing the requirements allocated to the system specification for each CSCI and its associated Computer Software Component(s) (CSCs).
- 3) System Test and Evaluation. Identify the purpose and function of each test, its SOW reference, and the source - prime or subcontractor - of the test component.

D. Special Tooling and Special Test Equipment (ST/STE). Provide a list of all ST/STE needed to fulfill the requirements of each phase of the program and the proposed cost for each piece of ST/STE, which is not considered Capital Equipment and will be procured. This list should identify which CWBS element the tooling/test equipment supports, as well as identify the maximum capacity of each ST/STE. Show the ST/STE acquisition costs including any set-up, installation, and shipping costs for the Offeror and principal subcontractors as applicable.

E. Subcontracts, Interdivisional transfers. In order to show the prime Contractor's analysis of subcontractors' pricing, provide a list of anticipated subcontracts and interdivisional transfers. Identify the following by CLIN and by Government Fiscal Year (GFY).

- 1) The supplier
- 2) Description of the item, services, or quantity of hours
- 3) Type of contract
- 4) Subcontractor's quoted and prime Contractor's adjusted subcontract values.  
Explain any differences between the subcontractor's quoted cost and the subcontract cost proposed by the prime.

F. Level of Effort (LOE) Work Years (WYs) by Year. Provide all Contractor and subcontractor WYs for Systems Engineering/Program Management (SEPM) in Cost Attachment 5, SEPM WY LOE Staffing Matrix.

G. Platform Integration.

- 1) For aircraft changes that fall within the boundaries delineated in paragraph 2.1.1.3 (b), the Offeror shall only provide data for costs related to the Offeror's collaboration under the Associate Contractor Agreement (ACA) with the EA-18G OEM as defined in Section 3.4.16 in the TD SOW, and is not required to submit data for the effort by the EA-18G OEM, which will be contracted separately by the government. These costs shall be provided following instructions per Section 5.3.1 and provided in Tab 1 through Tab 8 using the appropriate cost attachments; and are specific to PWBS element 1.3 Platform Integration, Assembly, Test, and Checkout provided in Cost Attachment 1 (CA-1).
- 2) For additional aircraft changes, which will be contracted separately by the government, proposed in paragraph 2.1.1.3 (c) to meet specification requirements,

the Offeror shall provide the data required in Cost Attachment 10, Platform Integration Hardware Impact Cost Substantiation and Attachment 11, Platform Integration Software Impacts.

### **Tab 3 - Cost Summaries.**

A. Provide a DD Form 1921, Cost Summary Report, or comparable format to a minimum of Level 3 CWBS for Prime Mission Product sub elements and Level 2 for the rest of the CWBS elements for the TD contract base year. An example of a modified DD Form 1921 has been provided in Cost Attachment 2. The sum of the CWBS elements shall correspond to the Offeror's total proposed cost with subtotals provided at each higher level of the CWBS. Information required in this section includes total program costs, separately identified as nonrecurring and recurring costs, for both the prime and principal sub-contractors. The Offeror's G&A, profit/fee, and Cost of Money (COM) are also required in this section.

B. Provide a DD Form 1921-1, Functional Cost-Hour Report, or comparable format to a minimum of Level 3 CWBS for Prime Mission Product sub elements and Level 2 for the rest of the CWBS elements for the TD contract base year. Provide a total of all fiscal years and a total by fiscal year for Level 3 for Prime Mission Product sub elements and Level 2 for all else of the CWBS. An example of a modified DD Form 1921-1 has been provided in Cost Attachment 3. This section will be used to identify functional costs (e.g., engineering, tooling, quality control, and manufacturing/support). In-house and major subcontracted efforts must be segregated within the reports. The principal subcontractors shall submit separate DD 1921-1 forms in accordance with these instructions.

Refer to DoD 5000.4-M-1, Cost & Software Data Reporting (CSDR) Manual October 2011, DI-FNCL-81565C, and DI-FNCL-81566C for detailed information regarding DD Form 1921 and 1921-1.

It is intended that the Offeror be allowed to present substantiation to the cost proposal using his own Direct Labor Hour, Material and Direct Charge categories (i.e., functional categories), internal cost accounting categories, and procedures for rate application. The Offeror should provide a functional category matrix, which shows the relationship of the Offeror's functional categories (e.g., Engineering Administration, Support-to-Test, Design Engineering, Test Engineering, etc.) to the DD Form 1921-1.

### **Tab 4 - Labor**

This section shall provide the substantiation and estimating methodology of the labor hours presented in Tab 3 - Cost Summaries. The total labor hours estimate for each CWBS element should trace to the lowest level of the functional categories of DD Form 1921-1 and the lowest level at which the estimate is substantiated. The overview of data substantiation in Section 1: TD Cost Specific Instructions should be traceable to this section.

For each CWBS element provide a description of the work to be performed, the total hours proposed, and the basis for the estimate and distinguish between recurring and nonrecurring efforts.

The Offeror should also provide a complete description of the labor hour estimating methodology. This also applies to company functional labor categories. If the engineering estimate was developed in person-months, the Offeror shall show conversion from person-months to person-hours. In addition, any cross checks used to verify the reasonableness of the estimate shall be provided (e.g., drafting hours per drawing, software lines of code/day, minutes/component for board assembly; minutes/layer for board fabrication; dollars per pound for fabrication and assembly, etc.).

If standard hours are used as the basis for an estimate, provide any factors applied to the standard hours (i.e., realization factor); the method of calculation; the total proposed hours; the basis of the factors; and the process flows for each CWBS element. History from the manufacturing facility for previous contracts of similar types and quantities of systems should be provided for all factors. Hours for the functional labor categories should be shown separately according to CWBS element. A separate identification of recurring and nonrecurring labor standards should be made.

### **Tab 5 – Material**

This section shall provide the substantiation and estimating methodology of the material dollars presented in Tab 3 - Cost Summaries. The total material dollar estimate for each CWBS element should trace to the lowest level of the functional categories of DD Form 1921-1 and the lowest level at which the estimate is substantiated. The overview of data substantiation in Section 1: TD Cost Specific Instructions should be traceable to this section.

A. Bill of Material (BOM). Provide a total BOM, by CWBS element, for the TD contract. The BOM shall itemize the total BOM by cost. The BOM should include principal subcontractor costs and any Interdivisional Transfers. The Offeror may group the costs associated with consumable-type material (e.g., nuts, bolts, rivets) instead of showing costs associated with each item. The BOM should trace to the Functional Cost-Hour Report (DD Form 1921-1). The Offeror shall provide a BOM for all principal subcontractors, which traces to the costs included in the principal subcontractor cost summaries. The material costs should exclude burdens such as profit or fee, G&A, and material handling. The BOM should include items 1) through 13), shown below, for all material items except for consumables.

- 1) CWBS Number
- 2) Part Number
- 3) Description of the Purchased Item
- 4) Vendor – Source of the Purchased Item
- 5) Basis of Cost (e.g., Written quote, Verbal quote, Estimate, Analogy, etc.)
- 6) Quantity Required for a Deliverable System

- 7) Unit Cost Quoted
- 8) Adjustments to Quote
- 9) Adjusted Unit Cost
- 10) Total Quantity Required
- 11) Total Recurring Costs (item f multiplied by item i)
- 12) Total Nonrecurring Costs
- 13) Total Proposed Costs

B. Material Factors and Quote Adjustments. Provide an explanation of and substantiation for any adjustment factor(s) applied to the material costs. This includes a definition of the factor, the method of application, detailed quantitative substantiation, and the factor. Examples of these factors include, but are not limited to, escalation, learning curves, quantity adjustments, negotiation adjustments, purchase discounts, freight, scrap, rework, and yield.

#### **Tab 6 - Other Direct Charges**

Provide a summary of the recurring and nonrecurring Other Direct Charges (ODCs) elements on the DD Form 1921-1 for each CWBS element.

#### **Tab 7 – Profit or Fee**

The NGJ TD contract shall be Cost-Plus Incentive Fee (CPIF) contract for CLIN Item XXX. A description of the Cost-Plus Incentive Fee (CPIF) Plan is contained in paragraph H-1 of the RFP. For purposes of proposal evaluation, the profit or fee will be the proposed total fee (cost target fee plus performance incentive fee (dollar amount)) by the Offeror in Section B. Section B shall be included as part of Volume 6.

#### **Tab 8 – Software TD Form**

The Offeror shall provide information for the Government's cost evaluation using the Cost Attachment 8 (CA-8) included in this section. A software TD form is provided for each area of information required for the Government's cost evaluation in Cost Attachment 8, Software

Directions and definitions are provided in Cost Attachment 8, Software form. The software form templates are in Microsoft Excel 2007 format. The Offeror shall provide the completed Cost Attachment 8, Software template in Microsoft Excel 2007 as part of the proposal.

### **5.3.2 SECTION 2: ENGINEERING AND MANUFACTURING DEVELOPMENT (EMD) COST SPECIFIC INSTRUCTIONS**

The following guidelines and sample formats/attachments are provided to assist the Offeror in preparing clear, concise, comprehensive, and traceable projected EMD contract costs.

A. The Offeror shall project the EMD costs, for evaluation purposes only, by CWBS and ensure that it is cross-referenced to the draft EMD SOO, IMS, IMP, and SEMP. All totals should agree. Substantiation should be provided at the lowest level for which the Offeror developed estimates. Ensure consistency between the information/data in this Volume and that provided in the Technical Volume. Specifically, ensure the resources identified in the IMP and IMS are consistent with the costs proposed in this Volume and the basis for those estimates.

B. Data Substantiation is required, by CWBS element, for all prime and principal subcontractor projected EMD contract costs and clearly described in Cost Attachment 4, Cost Substantiation. Historical data from comparable or analogous systems/subsystems should be used to substantiate the Offeror's estimate where possible. When using historical cost data from comparable systems/subsystems, all assumptions affecting the Offeror's cost proposal are to be fully documented (e.g., escalation methodology, make or buy decisions, etc.). A summary programmatic and technical description of the historical system should be provided along with the actual cost data for the historical system, a comparison to the proposed system, and any adjustments made to derive the proposed estimate. The following shall be considered:

- 1) Programmatic description related to the acquisition aspects of any system identified by the Offeror as comparable/analogous. This includes, for example, the years the item was procured, production rates, quantities procured by year and definition of system composition, sole source or competitive procurement, and the development time period.
- 2) Technical description including the performance and physical aspects of the system. This describes the system in terms of the number of parts, physical configuration, type of material, technology, and physical/performance parameters.
- 3) Actual cost data including the cost account, narrative description of the effort, and the actual cost data (material and person-hours). The cost data should be provided in terms of total dollars actually spent by fiscal year and unit cost.
- 4) When using historical data, the Offeror should describe why the system is comparable to the proposed program. This includes a functional and technical comparison explaining the differences as well as similarities between the historical and the proposed system. Also include an explanation of the relationship between the analogous element cost and the total program cost.
- 5) Adjustments to derive the projected EMD contract cost estimate relate to reasons and justification for any adjustments made to programmatic, technical and actual cost data for the historical system. The Offeror should provide the basis and document any adjustments applied to the historical data (e.g., complexity factors and normalization methods), which reflect the characteristics of the proposed system. This includes an audit trail sufficient for the Government to reconstruct the proposed estimate and judge its credibility.

C. General statements such as “estimates were derived from engineering analysis or judgments” are unacceptable. If a level of effort task is the basis for projecting labor hour

requirements, the data substantiation shall include task duration, man-loading, number of times the task is repeated (if applicable), time-phased hours and associated costs, and the relationship between the historical system and the system under review. If a "new or improved" engineering or manufacturing process is the basis for projecting labor hour requirements, the Offeror shall provide a description of the improvements, the relationship to the previous process, a summary of how these improvements will be achieved, and the cost impact of these improvements.

General statements about process improvements, management by Integrated Product Team, the application of Acquisition Reform and Lean Six-Sigma/Airspeed, etc., will not be sufficient without substantiating data. Specific savings in person-hours and material must be documented with regard to the content and practicality of these improvements. Adjustments made to the historical data to normalize for changes in the accounting system, business base, or inflation rate should be substantiated.

### **Tab 1 – Summary of the Estimating Methodology**

In this section the Offeror shall provide an overview of the process used to develop the projected EMD contract cost. This will include, at the minimum, a summary of the approach used to estimate labor hours and a description of the process used to obtain vendor quotes for purchased equipment and/or material. It will also include a traceability matrix or table that shows the link between the labor hours and material costs included in the cost summaries and those in the detailed labor and material sections. Similar information shall be provided to show traceability between the prime and subcontractor sections.

Provide a cross-reference matrix as illustrated in Paragraph 5.1.

To support the projected EMD contract cost, the Offeror shall provide discussion of the estimating methodology to address why the Offeror's projected cost is realistic, including such factors as commonality with other programs, commercial sources, advantages of quantity buys, etc. The Offeror shall describe the estimating technique in sufficient detail to enable the Government to replicate the Offeror's estimating technique. For example, if learning curve theory is the basis for estimating unit costs, the Offeror should provide its formulation of the theory with all formulas, terms and exponents clearly defined. The substantiation should also include a discussion of the theoretical first unit values, any prior units, improvement slopes, and rate slopes if applicable. The Offeror shall provide this data in a summary format as provided in Cost Attachment 9, Recurring Hardware Information. If parametric simulation or statistically derived models are used, statistical measures of confidence, prediction capability, and fit should be provided for independent and dependent variables, as well as the raw data and source(s) of this raw data.

### **Tab 2 - Programmatic Information**

A. Ground Rules and Assumptions. Provide an explanation of all ground rules and assumptions that affect the projected EMD cost estimates. Topics to be addressed must include, but are not limited to, technical and programmatic requirements, business base, the basis (source)



of labor and overhead rates, investments, cost-sharing arrangements, make/buy decisions, prime/subcontractor relationships and inflation/escalation. Label clearly all tables and charts. All calculations shall obey standard mathematical principles - numbers shall be correctly added, subtracted, etc. General information should be provided in this subsection, with specifics addressed in the appropriate section/subsection. The Offeror shall provide a detailed cost estimating methodology section that provides the detailed rationale and documentation of hours, material and purchased items needed by the Government to assess the credibility and executability of the projected EMDD contract cost.

**B. GFE/GFI/GFP/GFF.** Identify any GFE and Government Furnished Property/Facilities/Information (GFP/F/I) required in performance of the projected EMD contract in Cost Attachment 7, Government Furnished Equipment/ Property/ Facilities/ Information List. The items on this list should be identical to those provided in accordance with paragraph 2.2.6 of Section L and included in Annex E. Cost Attachment 7 shall include, as applicable, the associated CWBS element, Item Description, NSN or P/N, Unit Cost, Quantity, Total Cost, Contractor/Supplier, Location, Availability, and any additional comments the Offeror believes to be pertinent to the Government's evaluation.

**C. System Description.** Provide the following technical information for the projected EMD system and each projected EMD cost source data of each historical system used for analogy or parametric estimation.

- 1) **Hardware.** An identification of the major hardware components within the proposed system. Also identify each component by material composition, prime/principal subcontractor, and make versus buy status.
- 2) **Software.** An identification of the Computer Software Configuration Items (CSCIs), tracing the requirements allocated to the system specification for each CSCI and its associated Computer Software Component(s) (CSCs).
- 3) **System Test and Evaluation.** Identify the purpose and function of each test, its SOW reference, and the source - prime or subcontractor - of the test component.

**D. Special Tooling and Special Test Equipment (ST/STE).** Provide a list of all ST/STE needed to fulfill the requirements of each phase of the program and the projected EMD cost for each piece of ST/STE, which is not considered Capital Equipment and will be procured. This list should identify which CWBS element the tooling/test equipment supports, as well as identify the maximum capacity of each ST/STE. Show the ST/STE acquisition costs including any set-up, installation, and shipping costs for the Offeror and principal subcontractors as applicable.

**E. Subcontracts, Interdivisional transfers.** In order to show the prime Contractor's analysis of subcontractors' pricing, provide a list of anticipated subcontracts and interdivisional transfers. Identify the following by CLIN and by Government Fiscal Year (GFY).

- 1) The supplier
- 2) Description of the item, services, or quantity of hours
- 3) Type of contract

- 4) Subcontractor's quoted and prime Contractor's adjusted subcontract values. Explain any differences between the subcontractor's quoted cost and the subcontract cost proposed by the prime.

F. Level of Effort (LOE) Work Years (WYs) by Year. Provide all Contractor and subcontractor WYs for Systems Engineering/Program Management (SEPM) in Cost Attachment 5, SEPM WY LOE Staffing Matrix.

G. Platform Integration.

- 1) For aircraft changes that fall within the boundaries delineated in paragraph 2.1.1.3 (b), the Offeror shall only provide data for costs related to the Offeror's collaboration under the Associate Contractor Agreement (ACA) with the EA-18G OEM as defined in Section 3.4.16 in the TD SOW, and is not required to submit data for the effort by the EA-18G OEM, which will be contracted separately by the government. These costs shall be provided following instructions per Section 5.3.2 and provided in Tab 1 through Tab 8 using the appropriate cost attachments; and are specific to PWBS element 1.3 Platform Integration, Assembly, Test, and Checkout provided in Cost Attachment 1 (CA-1).
- 2) For additional aircraft changes, which will be contracted separately by the government, proposed in paragraph 2.1.1.3 (c) to meet specification requirements, the Offeror shall provide the data required in Cost Attachment 10, Platform Integration Hardware Impact Cost Substantiation and Attachment 11, Platform Integration Software Impacts.

**Tab 3 - Cost Summaries.**

A. Provide a DD Form 1921, Cost Summary Report, or comparable format to a minimum of Level 3 CWBS for Prime Mission Product sub elements and Level 2 for the rest of the CWBS elements for the TD contract base year. An example of a modified DD Form 1921 has been provided in Cost Attachment 2. The sum of the CWBS elements shall correspond to the Offeror's total proposed cost with subtotals provided at each higher level of the CWBS. Information required in this section includes total program costs, separately identified as nonrecurring and recurring costs, for both the prime and principal sub-contractors. The Offeror's G&A, profit/fee, and Cost of Money (COM) are also required in this section.

B. Provide a DD Form 1921-1, Functional Cost-Hour Report, or comparable format to a minimum of Level 3 CWBS for Prime Mission Product sub elements and Level 2 for the rest of the CWBS elements for the projected EMD contract. Provide a total of all fiscal years and a total by fiscal year for Level 3 for Prime Mission Product sub elements and Level 2 for all else of the CWBS. An example of a modified DD Form 1921-1 has been provided in Cost Attachment 3. This section will be used to identify functional costs (e.g., engineering, tooling, quality control, and manufacturing/support). In-house and major subcontracted efforts must be segregated within

the reports. The principal subcontractors shall submit separate DD 1921-1 forms in accordance with these instructions.

Refer to DoD 5000.4-M-1, Cost & Software Data Reporting (CSDR) Manual dated October 2011, DI-FNCL-81565C, and DI-FNCL-81566C for detailed information regarding DD Form 1921 and 1921-1.

It is intended that the Offeror be allowed to present substantiation to the projected EMD contract cost using his own Direct Labor Hour, Material and Direct Charge categories (i.e., functional categories), internal cost accounting categories, and procedures for rate application. The Offeror should provide a functional category matrix, which shows the relationship of the Offeror's functional categories (e.g., Engineering Administration, Support-to-Test, Design Engineering, Test Engineering, etc.) to the DD Form 1921-1.

#### **Tab 4 - Labor**

This section shall provide the substantiation and estimating methodology of the labor hours presented in Tab 3 - Cost Summaries. The total labor hours estimate for each CWBS element should trace to the lowest level of the functional categories of DD Form 1921-1 and the lowest level at which the estimate is substantiated. The overview of data substantiation in Section 2: EMD Cost Specific Instructions should be traceable to this section.

For each CWBS element provide a description of the work to be performed, the total hours proposed, and the basis for the estimate and distinguish between recurring and nonrecurring efforts.

The Offeror should also provide a complete description of the labor hour estimating methodology. This also applies to company functional labor categories. If the engineering estimate was developed in person-months, the Offeror shall show conversion from person-months to person-hours. In addition, any cross checks used to verify the reasonableness of the estimate shall be provided (e.g., drafting hours per drawing, software lines of code/day, minutes/component for board assembly; minutes/layer for board fabrication; dollars per pound for fabrication and assembly, etc.).

If standard hours are used as the basis for an estimate, provide any factors applied to the standard hours (i.e., realization factor); the method of calculation; the total proposed hours; the basis of the factors; and the process flows for each CWBS element. History from the manufacturing facility for previous contracts of similar types and quantities of systems should be provided for all factors. Hours for the functional labor categories should be shown separately according to CWBS element. A separate identification of recurring and nonrecurring labor standards should be made.

**Tab 5 – Material**

This section shall provide the substantiation and estimating methodology of the material dollars presented in Tab 3 - Cost Summaries. The total material dollar estimate for each CWBS element should trace to the lowest level of the functional categories of DD Form 1921-1 and the lowest level at which the estimate is substantiated. The overview of data substantiation in Section 2: EMD Cost Specific Instructions should be traceable to this section.

A. Bill of Material (BOM). Provide a total BOM, by CWBS element, for the projected EMDD contract. The BOM shall itemize the total BOM by cost. The BOM should include principal subcontractor costs and any Interdivisional Transfers. The Offeror may group the costs associated with consumable-type material (e.g., nuts, bolts, rivets) instead of showing costs associated with each item. The BOM should trace to the Functional Cost-Hour Report (DD Form 1921-1). All principal subcontractors should also provide a BOM, which traces to the costs included in the principal subcontractor cost summaries. The material costs should exclude burdens such as profit or fee, G&A, and material handling. The BOM should include items 1) through 13), shown below, for all material items except for consumables.

- 1) CWBS Number
- 2) Part Number
- 3) Description of the Purchased Item
- 4) Vendor – Source of the Purchased Item
- 5) Basis of Cost (e.g., Written quote, Verbal quote, Estimate, Analogy, etc.)
- 6) Quantity Required for a Deliverable System
- 7) Unit Cost Quoted
- 8) Adjustments to Quote
- 9) Adjusted Unit Cost
- 10) Total Quantity Required
- 11) Total Recurring Costs (item f multiplied by item i)
- 12) Total Nonrecurring Costs
- 13) Total Proposed Costs

B. Material Factors and Quote Adjustments. Provide an explanation of and substantiation for any adjustment factor(s) applied to the material costs. This includes a definition of the factor, the method of application, detailed quantitative substantiation, and the factor. Examples of these factors include, but are not limited to, escalation, learning curves, quantity adjustments, negotiation adjustments, purchase discounts, freight, scrap, rework, and yield.

**Tab 6 - Other Direct Charges**

Provide a summary of the recurring and nonrecurring Other Direct Charges (ODCs) elements on the DD Form 1921-1 for each CWBS element.

**Tab 7 – Profit or Fee**

The projected NGJ EMD contract is anticipated to be a Cost-Plus Incentive Fee (CPIF) contract. The target fee for the projected EMD contract cost is anticipated to be 10%.

**Tab 8 – Software EMD Form**

The Offeror shall provide information for the Government's cost evaluation using the data forms included in this section. A software form is provided for each area of information required for the Government's cost evaluation in Cost Attachment 8, Software.

Directions and definitions are provided in Cost Attachment 8, Software. The software form templates are in Microsoft Excel 2007 format. The Offeror shall provide the completed Cost Attachment 8, Software template in Microsoft Excel 2007 as part of the proposal.

**5.3.3 SECTION 3: CONTRACTOR RATES SPECIFIC INSTRUCTIONS**

The Offeror should provide rate information used in the proposal in this section. Due to the proprietary nature of company rates, this information may be presented separately for each Offeror and principal subcontractor. A trace to Section 1 Tabs 1 and 2 and Section 2 Tabs 1 and 2 should be included to ensure proper use of the rates. If providing calendar year rates, include a trace between calendar year rates and Government Fiscal Year rates used in developing the estimate as well as a trace to DD Form 1921-1. If for accounting purposes, the Offeror uses a yearly base different from the calendar year base, a description is required.

The Offeror shall use and submit Forward Pricing Rate Agreements (FPRAs), Collective Bargaining Agreements (CBAs), and Area Wage Determinations (AWDs) if applicable, in pricing the Cost Volume. The Offeror shall identify whether the labor rates proposed are FPRAs, CBAs, AWDs, ACO/DCAA recommended rates, or Offeror proposed rates.

**Tab 1 - Indirect Rates**

The Offeror should identify the indirect rates, for both the Offeror and the principal subcontractors, used in the proposal. The Offeror should include a projection of indirect rates that assumes the award of the TD contract in their business base. Any changes to a current FPRA due to the award, variation of the business base or other factors should be fully described and justified. Discuss the application of these rates in the proposal. In addition, provide summary-level definitions for each major indirect rate account, explaining what costs are included in each overhead pool. The indirect accounts may include, but are not limited to, engineering overhead, manufacturing overhead, general and administrative (G&A), material handling overhead, and Cost of Money (COM). Describe the development of composite indirect rates, which represent a combination of company labor categories, functional elements, or calendar year accounts.

**Tab 2 - Direct Rates**

A. The Offeror should provide the most current direct labor rate, for both the Offeror and the principal subcontractors that are in effect at the time of proposal submission. This includes the current FPRA direct labor rates, the projected direct labor rates assuming award, the current company labor categories, and the mix of company labor categories proposed for this contract. Discuss the application of these rates in the proposal. The Offeror should document the development of composite direct rates, which represent a combination of company labor categories, functional elements, or calendar year accounts. In addition, the Offeror should submit detailed definitions for each direct labor category and include the basis for any projected annual increases and any other factors. Direct labor categories may include, but are not limited to, engineering, maintenance/support, tooling, quality control, manufacturing, and integration.

B. Skill Mix. The Offeror should address the Offeror's and principal subcontractors' skill mix used to build up composite rates for each CWBS element (recurring and nonrecurring), support for the proposed skill mix, and a description of the methodology for the composite rate build up. Additionally, the Offeror shall provide similar information pertaining to the skill mix for historical analogous programs, explaining how the historical skill mix supports the proposed skill mix. The Offeror should provide Cost Attachment 6, Skill Mix/Composite Direct Labor Rates, showing the details behind the skill mix and build up of composite rates for the CWBS elements. Provide a trace between the composite rates included in Cost Attachment 6 and the rates contained in Cost Attachment 3, Modified DD Form 1921-1.

NOTE: Where the format specified in Cost Attachment 7 is not sufficient to show the buildup of the composite direct labor rate, the Offeror may expand the form, or provide the information in the format available from the Offeror's estimating and accounting system, to meet the requirement. Provide separate records for the nonrecurring and recurring estimates as necessary. This applies equally to a principal subcontractor.

The Offeror shall provide similar information pertaining to the skill mix for historical analogous programs using Cost Attachment 6. Include the basis of estimate, explaining how the skill mix from historical programs supports the skill mix proposed for CWBS tasks. The Offeror shall explain and justify all differences in skill mix between the CWBS tasks and historical efforts.

**Tab 3 - Cost to Sell Equations**

The Offeror should submit the methodology used to transfer the cost data (i.e., direct labor hours or material direct dollars) into a sell cost to the Government (i.e., fully burdened with fee). This includes the sequence in which indirect rates, profit, etc. were applied to direct costs to determine the sell cost. Include the base against which each of the overhead pools is applied in this description.

**Tab 4 - Escalation**

The Offeror should provide all escalation-related assumptions used in the proposal. Information required in this section includes, but is not limited to, annual rates of escalation, source of the escalation indices, rationale for their applicability, and the method of their application.

**5.3.4 SECTION 4: OTHER COST IMPACTS FOR THE NGJ TD PHASE CONTRACT**

Identify and substantiate, in the Offeror's own format, other cost adjustments that may impact the cost for the CWBS elements not previously identified. Identify, in detail utilizing Offeror's own format, the costs (savings) that would be incurred and describe the performance that would cause these costs/savings to occur. Note: the Government is not soliciting any investments.

The Offeror shall provide an assessment of the potential for Cost Growth based on the estimating methodology employed and the extent to which risk mitigation efforts are integrated into the proposed cost. Support the assessment with substantiating data, identification of assumptions and detailed description that illustrates how the estimating methodology was employed. Also describe any tangible/contractually binding cost controlling features and/or features that reduce the Government's Cost Growth risk that is proposed, if any.

**6.0 VOLUME 6 – CONTRACT ADMINISTRATION**

1. Offeror Representatives and Information: Provide the name, title, phone number and e-mail address of the Offeror's principal point of contact for the solicitation. Also identify those individuals authorized to negotiate with the Government and contractually bind the Offeror. The Offeror shall provide their TIN, DUNS and CAGE code.
2. Government Agency Information: Provide the mailing address, telephone, fax numbers, and facility codes for the Offeror's local Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and Government Paying Office.
3. System Compliances: The Offeror shall indicate the most recent date on which the Offeror's cognizant Defense Contract Administration Agency has determined the adequacy of the Offeror's accounting system and shall identify the verifying Government agency. The Offeror shall indicate the dates of the most recent approvals of the Offeror's cost accounting disclosure statement and the Offeror's purchasing system.
4. Terms and Conditions (if proposed) – This section must include a signed and dated letter stating that all exceptions and deviations that the Offeror takes from the provisions of the RFP and its applicable documents are included in this section. An exception is where an Offeror states it will not comply with a requirement, usually involving contract terms and

conditions. A deviation is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification or it is determined by the Government evaluation of the Offerors' proposal. An exception or deviation is considered a deficiency and could be rectified via amendment or discussions. If proposing an exception or deviation, provide a detailed description for each. Indicate the difficulty with the applicable requirement and the proposed solution. Specifically identify the portion of the RFP and the proposal, which are affected.

If any proposed Terms and Conditions or H-clause includes costs/prices, identify that they exist and where in the Cost/Price Volume 5 or the optional Streamlined Alternate Proposal Addendum Book B Volume 7B they exist.

5. For H-5, the Offeror shall provide any assumptions with respect to the NTE fill-in prices for EMD and LRIP. The Government reserves the right to unilaterally make these assumptions part of the resultant contract.
6. Model Contract: Provide a separately bound hard-copy Model Contract (inclusive of sections A-K) and a digital version on a separate disk from the proposal volumes in both PDF and MS file formats. Ensure that the Model Contract includes:
  - a. The original signed SF33 for basic solicitation and each amendment (as applicable),
  - b. Signed Representations, Certifications, and Acknowledgements or Online Representations and Certifications Application (ORCA) reference,
  - c. Section B with proposed pricing,
  - d. Section H-5 with the filled-in NTE costs,
  - e. Section J Attachments 5, 11 and 12.
  - f. Contractor fill-in clauses.

## **7.0 VOLUME 7 – STREAMLINED ALTERNATE PROPOSAL ADDENDUM BOOK A AND BOOK B**

### **A. Introduction**

Each Offeror must submit a proposal that is responsive to and meets the basic requirements of this RFP. However, Offerors may also propose streamlined alternate proposals or addendums in Volume 7. They are not limited to the provisions or suggested approaches of the acquisition data furnished, but may deviate to the extent that such deviation improves the overall performance of Next Generation Jammer program or enhances the program in any way. You are encouraged to submit new ideas and approaches which you feel will improve the program and be in the best interest of the Government. The streamlined alternate proposal shall not be submitted as a complete "stand alone" proposal, but submitted as part of a separate addendum to the basic proposal, as described below. A streamlined alternate proposal may be offered if the trade-



offs/innovations are self-contained such that they replace or add to a certain aspect of the Offeror's baseline approach. The streamlined alternate proposal shall identify any deviations from the Government stated requirements and the changes from the Offeror's basic proposal. However, a streamlined alternate proposal may not be used to address or correct aspects of the baseline proposal that do not meet the solicitation requirements or for which a reasonable cost/price cannot be offered.

#### B. Application

Streamlined alternate proposals will be incorporated into this program in the following fashion. All Offerors' "baseline" proposals (i.e., proposals excluding streamlined alternate proposals) will be reviewed to establish whether or not they are responsive to the Government's RFP. The Government will then review each streamlined alternate proposal, which the Offeror must support by a risk assessment and cost/benefit trade-off analysis, that clearly shows why they are cost effective or enhance the item's performance. Those changed line item costs/prices will be considered to be firm proposals, not estimates.

The Government, at its sole discretion, will accept or reject those streamlined alternate proposals (if any) it considers desirable. The resulting proposal will then be evaluated in accordance with the criteria specified in Section M of the RFP. The Government may then award the contract based on evaluation of the Offeror's "baseline" proposal as modified by the accepted streamlined alternate proposals (if any) without requesting final proposal revisions.

If a streamlined alternate proposal is considered more advantageous to the Government but involves a substantive or material departure from the stated basic proposal requirements or the stated evaluation criteria, all Offerors shall be given an opportunity to submit new or amended proposals on the basis of the revised requirement, provided this can be done without revealing to the other Offerors the innovative solutions or techniques or other information entitled to protection from disclosure. If this cannot be done, the alternate proposal will not be accepted unless it warrants sole source preference pursuant to the criteria applicable to unsolicited proposals.

#### C. Proposal Information

All streamlined alternate proposals shall be submitted in Volume 7. The Offeror must provide a complete description of each streamlined alternate proposal and provide the information as would be expected if it was proposed in the baseline proposal. This addendum must be submitted in two separately bound books. Volume 7, Book A must contain all information, except there will be no cost/price values in dollars. Streamlined Alternate Proposal Addendum, Book B must be a duplicate of Volume 7, Book A but, for each streamlined alternate proposal, it must also contain the cost/price values in dollars showing the savings to the Government (if any) resulting from its utilizing the streamlined alternate proposal. The intent is that a clear one-to-one correspondence be established between all proposed streamlined alternates justifications and

cost/price. This correspondence will allow for a rapid, accurate evaluation by the Government's evaluation team. Accordingly, all streamlining alternate costs/prices or savings must correspond to the level of data submitted in the Cost Volume 5 and be substantiated in a similar manner.

The Offeror must provide full justification, including a risk assessment and impact for each streamlined alternate proposal. Further, the Offeror must submit cost/price vs. benefit/trade-off analyses (including schedule), which clearly show why the Offeror's proposed approach to meeting the Government's requirements is more cost effective. Streamlined alternate proposal approach benefits may take the form of significantly reduced cost/price at acceptable or equal performance, comparable cost/price at significantly increased performance, or various other combinations. When cost/price is discussed in Volume 7, Book A, no reference is to be made to total contract cost/price and any other acquisition cost/price. Only cost/price differences, expressed in percent (%), shall be addressed in the trade-off analyses. The corresponding cost/price values in dollars shall be shown only in Volume 7, Book B. All incremental costs/prices displayed in Volume 7, Book B must be applied to the appropriate CLIN, and if applicable, contract work breakdown structure (CWBS), so that a total cost/price element can be determined for each streamlined alternate proposal. Offerors are cautioned that all changes must have some demonstrable benefit.

## **PART C - FUNDING PROFILE**

The funding profile below is provided for planning purposes only. The profile set forth below is the Government's planned funding (TY \$ in Millions) for the total cost plus all fees for performance of the NGJ TD contract. This funding profile is for the Contractor's effort required under the TD RFP. This profile does not include Government requirements or funding for OEM associated with the development/integration/procurement of the NGJ requirements into the aircraft platform.

The Offeror should consider the Government's planned funding profile when it proposes its best value approach for the NGJ TD phase in accordance with this TD solicitation, and in projecting the remaining work to complete the development effort under the EMD phase. Deviations from the Government funding profile is permitted, but discouraged. The Offeror should identify any discrepancies between this profile and what the Offeror believes is a realistic funding profile for its offer. The Offeror is advised that the budget amounts are subject to change for any given fiscal year.

RDT&E TD Contract Funding (TY \$ in Millions)				
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Total</u>
NGJ TD Contract	\$63M	\$123M	\$102M	\$288M

## CLAUSES INCORPORATED BY REFERENCE

52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) -OCT 1997 Alternate I	
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

## CLAUSES INCORPORATED BY FULL TEXT

**52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM  
DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND  
STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Kyle Richmond, AIR 2.2.1.2  
Procurement Contracting Officer  
Naval Air Systems Command  
47123 Buse Rd, Bldg 2772, Unit IPT, RM 453  
Patuxent River, MD 20670-1547  
(301) 757-5023  
[Kyle.Richmond@navy.mil](mailto:Kyle.Richmond@navy.mil)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)**

The anticipated award date for this requirement is **28 June 2013**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

**5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

**5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)(APR 1998)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

#### **5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)**

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

\*The Chief of the Contracting Office (AIR-2.0) at the below address:

**AIR 2.0**  
**Naval Air Systems Command**  
**47123 Buse Rd, Bldg 2772, Rm 453.8**  
**Patuxent River, MD 20670-1547**

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

## Section M - Evaluation Factors for Award

**M-1 EVALUATION FACTORS FOR AWARD (SUPPLIES OR SERVICES) (JULY 2012)****I. GENERAL INFORMATION**

The Government expects to select one offeror on the basis of its proposal providing the “best value” to the Government, all factors considered. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Offerors are advised that proposals meeting the solicitation requirements with the lowest cost may not be selected for an award if award to a higher-priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher-priced proposal must merit the additional cost.

The Government has allowed the submittal of information above the Collateral Secret level; however, it is the Offeror's responsibility to obtain the proper approvals through the appropriate sponsor to submit the data. Due to the nature of the information involved, the Government cannot guarantee that any information above Collateral Secret level will be used in the evaluation. Therefore, Offerors should submit a fully compliant, substantiated proposal at the Collateral Secret level or lower to ensure eligibility for award.

**A. EVALUATION PROCESS (Prerequisite Requirements)**

An Offeror who does not meet prerequisite requirement will be deemed unacceptable and will be eliminated from this competition. Prerequisite requirements are identified in Section L Part B Specific Instructions, 1.0 Volume 1 - Executive Summary, Paragraph 1.1 Prerequisite. **Any Offeror meeting the prerequisite requirements will be considered within the initial competitive range. Subsequent to the initial Competitive Range Determination, the Government reserves the right to further limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.**

**B. EVALUATION PROCESS (for Written Proposal and Oral Presentations)**

The Government intends to evaluate each proposal and conduct oral presentations. Due to the fact that oral presentations will be used for evaluation of portions of the proposal, the Government intends to conduct discussions. This exchange of information may continue until the Government declares discussions to be completed. These discussions may be conducted orally and in writing. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in this solicitation. The Offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L. Failure to sufficiently address each of the areas identified in Section L Part B Specific Instructions will impact the resulting evaluation ratings and risk assessment.

The Government may use information other than that provided by the Offeror in its evaluation, including past performance information, the results of questionnaires or site surveys, results of prototype testing, and any information relative to the prerequisite requirements.

### C. EVALUATION FACTORS FOR AWARD

Proposals shall be evaluated using the factors listed below. Technical is the most important factor. Past Performance and Corporate Experience are of equal importance, with each being more important than Cost. **All evaluation factors other than cost, when combined, are significantly more important, than cost.**

- A. Technical
- B. Past Performance
- C. Corporate Experience
- D. Cost

The proposal must demonstrate to the Government's satisfaction that the Offeror will provide a program that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. Proposal information provided for one factor may be used to assess other factors if the Government deems it appropriate. In addition, the Offeror's technical proposal will be reviewed to determine if it is consistent with the cost proposal where applicable, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

For the Technical factor, a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating evaluates the Offeror's technical solution for meeting the Government's requirement. The Technical Rating is an assessment of compliance with the solicitation requirements and merit which considers the benefits and detriments related to program performance and operations. The degree of benefit to the Government associated with a strength(s) will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical risk rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Failure to clearly address a specific area caused by a gross lack of information may be considered a combination of significant weaknesses and therefore a deficiency. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" Rating or a "High" Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

For the Past Performance factor, a separate Performance Confidence Assessment Rating will be assigned. This assessment will address the Government's level of confidence in the Offeror's ability to successfully perform the required effort based on the Offeror's (including principal and

critical subcontractors' and/or JV/SLE team members') relevant past performance and systemic improvement. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror will receive a rating of "Unknown" which is considered a "Neutral" rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. As such, the term "performance record" in the Performance Assessment Rating definition is referring to the records that indicate how well the offeror has performed on recent/relevant work (e.g., CPARs, questionnaires, etc.). When proposals are received from contractor entities specifically formed to propose on a particular acquisition (i.e., JV/SLEs), the past performance evaluation will consider the JV/SLE as a whole, as well as each individual team member's performance record.

For the Corporate Experience factor, a separate Performance Confidence Assessment Rating will be assigned. The Corporate Experience evaluation will focus on the Offeror's (including principal and critical subcontractors' and/or JV/SLE team members') recent and relevant corporate experience on programs with similar complexity as they relate to the tasks required to be performed in support of the solicitation requirements. Under Corporate Experience, the Government will evaluate whether, and to what extent, an Offeror has performed similar work before. As such, the term "performance record" in the Performance Assessment Rating definition is referring to the records that indicate the degree to which the offeror has previously performed recent/relevant work (e.g. contracts). Lack of relevant experience could result in an adverse Confidence Assessment rating. Therefore, the Unknown Confidence (Neutral) rating is not applicable to the Corporate Experience factor evaluation. When proposals are received from contractor entities specifically formed to propose on a particular acquisition (i.e., JV/SLEs), the experience evaluation will consider the JV/SLE as a whole, as well as each individual team member's corporate experience.

## **II. SPECIFIC INFORMATION**

### **A. TECHNICAL**

The Government will evaluate the proposal to determine the Offeror's understanding of, approach to and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical Proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach.

The following subfactors are in descending order of importance.

1. Design Approach - The Government will evaluate and assess the Offeror's overall system approach and its ability to meet the requirements of this solicitation (i.e., System Performance Specification), as well as its approach to System Overview, Built-in-Test (BIT), Platform Integration, Aeromechanical/ Air Vehicle, Open Systems Architecture, Supportability and IPS Management, Key System Performance Criteria, EIRP, Frequency



and Spatial Coverage, Jamming Techniques, System and Assignment Management, and Size and Weight. Emphasis will be placed on the following elements: EIRP and Weight.

2. Program and Schedule - The Government will evaluate and assess the Offeror's plans and ability to execute the NGJ program (i.e., TD Statement of Work (SOW) and CDRLs and EMD Statement of Objectives (SOO)). The evaluation will include an assessment of the Offeror's schedule and manpower resources to perform this effort, the realism of the Offeror's schedule to achieve an Initial Operational Capability (IOC) for Increment 1 Midband by 4th Quarter FY 2020, Technology Roadmap, Systems Engineering Management Plan (SEMP), Anti-Tamper Plan, the GFP/GFE/GFF/GFI list, Risk and Opportunity Management Processes, Master Test Plan, Government use of Technical Data and Computer Software, Software Development Plan, CMMI and Affordability Management.

The Offeror's proposed Government Purpose Rights license or Special License Rights will be analyzed to determine the extent to which the Government can procure and/or fully support, maintain, and modify the NGJ hardware and software in a competitive environment throughout the life cycle of the NGJ system, including life cycle extensions. The degree to which the Offeror's Data Rights Assertions impact the ability of the Government to procure and fully support, maintain, and modify the NGJ hardware and software in a competitive environment throughout the life cycle of the NGJ system, including life cycle extensions, shall be assessed. The Government may assess a "strength" or a "risk reducer" for any proposal where the Offeror provides the Government with at least a Government Purpose Rights license (as defined in DFARS 252.227-7013 and 252.227-7014) for all delivered commercial and noncommercial technical data and computer software under this contract. The Government shall assess a "weakness", and additionally, may assess a "significant weakness" for any proposal where the offeror's Data Rights Assertions does not enable the Government to procure and/or fully support, maintain, and modify the NGJ hardware and software in a competitive environment. In accordance with DFARS 227.7103-1, failure to provide rights in technical data and software that enable the Government to procure and fully support, maintain and modify the NGJ hardware and software shall not be considered a failure to meet a Government requirement that renders the proposal ineligible for award.

The Offeror's strategy for Subcontract Management will be evaluated, including exclusive teaming agreements to determine whether such teaming agreements inhibit competition. Offerors are advised that should the Government determine that any such proposed, exclusive teaming arrangement inhibits competition, (1) that determination may render the Offeror's proposal ineligible for award, and (2) the Contracting Officer shall forward the matter to the appropriate authorities as prescribed by Federal Acquisition Regulation Part 3.3.

The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUBZone Small Business, Veteran-Owned Small

Business, Service-Disabled Veteran-Owned Small Business concerns and Historically Black Colleges/Universities and Minority Institutions as well as its consistency with the Small Business Subcontracting Plan will also be evaluated. Additionally, any proposed small disadvantaged business targets, and the Offeror's use of the Small Business Innovative Research (SBIR) program, will be evaluated.

Emphasis will be placed on Integrated Master Plan and Integrated Master Schedule.

## **B. PAST PERFORMANCE**

The Government will evaluate the Offeror's, and (if applicable) its principal and critical subcontractors' and JV/SLE team members' demonstrated past performance in delivering quality products and services similar to the solicitation requirements for Technology Development (TD), Engineering and Manufacturing Development (EMD), and Production in each of the following areas: 1) meeting technical requirements, 2) meeting schedule requirements, 3) controlling contract cost, and 4) managing the contracted effort on similar programs. The relevance (which includes recency) of the information, source of the information, context of the data, extent to which past performance can be leveraged in future performance, and general trends in contractor's performance will be considered. Contract performance older than 5 years from the proposal due date will be considered Not Relevant. The degree of relevancy assessed at the contract level may indicate the likelihood that relevant negative or positive findings associated with that contract may be found. However, it is the degree of relevancy of the finding, as well as its associated consequence that will be used in determining the Confidence Level Rating. Problems not addressed by the Offeror will be considered to still exist. However, consideration for discounting problems may be given when those problems are addressed through demonstrated systemic improvement. The degree to which the Offeror can demonstrate that it has successfully applied continuous systemic improvement to resolve past performance problems will be evaluated.

## **C. CORPORATE EXPERIENCE**

The Government will evaluate the Offeror's and (if applicable) its principal and critical subcontractors' and JV/SLE team members', demonstrated relevant corporate experience on the basis of its breadth, depth, recency, extent to which previous corporate experience can be leveraged in future performance, and similarity to the work required to meet the program objectives. Each Offeror, including its principal and critical subcontractors and JV/SLE team members, will be evaluated on the extent to which they obtained similar or otherwise relevant corporate experience proven through contracts or subcontracts which were performed for products or services similar in scope, dollar value, nature and complexity as those under this solicitation. Areas to be evaluated will include: Hardware Development, Aircraft Integration, Software Development, Program Management, and Logistical Support.

## **D. COST**

Each offeror's proposal for the TD contract and projected EMD contract costs shall be evaluated to determine if it is complete and consistent with respect to the Offeror's technical approach, reflects a clear understanding of the solicitation requirements and contains no material imbalances. The TD CPIF CLIN (0001) and projected EMD contract cost will be evaluated for realism. The Firm Fixed Price (FFP) License/Data Rights CLINs (0007 and 0008) and the Cost Reimbursable (CR) Travel CLIN 0004 will be evaluated for reasonableness. The Total Evaluated Cost, as defined below, will not include the Firm Fixed Price (FFP) License/Data Rights Option CLINs (0007 and 0008). Costs (i.e., labor, material, rates, escalation, and any other predictable costs of performance) which do not reflect the most probable cost at Contract completion will be adjusted. A proposal that is neither realistic nor justified may result in a higher most probable cost. The Offeror's proposed TD costs and projected EMD costs may be adjusted, either upward or downward, for the purpose of the evaluation based on the results of the technical evaluation to include program schedule analysis.

The proposed Contractor Work Breakdown Structure (CWBS) will be used to identify all program costs in subfactors (1) and (2) below. Adjustments will be made to subfactors (1) and (2) for all Government incurred costs associated with accomplishing the Offeror's proposed program, including the use of Government Production and Research Property and GFP or Platform Integration, except where costs are equal among Offerors. The following subfactors are in descending order of importance.

1. TD Contract Cost – The evaluated (TD) cost will be either the Offeror's proposed cost or the Government's Most Probable Cost (MPC), both inclusive of the Government incurred cost, whichever is higher. The total evaluated cost is defined as the sum of the target cost plus the proposed Offeror's total fee (cost target fee plus performance incentive fee (dollar amount)) for CPIF CLINs 0001 and 0005, and all Government incurred costs associated with accomplishing the Offeror's proposed program except where costs are equal among Offerors. For evaluation purposes, the dollar amount proposed for fee will be added to the Most Probable Costs and will not be adjusted for realism.

2. EMD Contract Cost – The evaluated EMD cost will be either the Offeror's projected cost or the Government's Most Probable Cost (MPC), both inclusive of the Government incurred cost, whichever is higher. For evaluation purposes, the projected EMD contract cost will use a target incentive fee of 10%. The evaluated contract cost is defined as the total cost for the basic EMD effort, including the projected target incentive fee of 10% adjusted for Most Probable Cost.

### III. DEFINITIONS

#### A. EVALUATION RATINGS AND RISK ASSESSMENT DEFINITIONS –

##### **EVALUATION RATINGS DEFINITIONS**

Technical Ratings: The Technical rating assignments reflect the Government's assessment of the Offeror's technical solution for meeting the Government's requirement.

Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

##### **RISK ASSESSMENT DEFINITIONS**

Technical Risk Rating: The risk assignments reflect the Government's assessment of potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance.

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

### **PERFORMANCE CONFIDENCE ASSESSMENT DEFINITIONS**

Past Performance - Performance Confidence Assessment: reflects the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent/relevant past performance and systemic improvement.

Corporate Experience - Performance Confidence Assessment: reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent/ relevant performance record of corporate previous experience. Unknown Confidence (Neutral) is not applicable to the Corporate Experience factor evaluation.

<b>Rating</b>	<b>Description</b>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

### **B. OTHER EVALUATION DEFINITIONS**

Strength	An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Risk Reducer	An aspect of an offeror's proposal that reduces risk in a way that will be advantageous to the Government during contract performance.
Weakness (FAR 15.001)	"Weakness" means a flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness (FAR 15.001)	A "Significant Weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty	An aspect of the proposal that affects the Government's ability to determine if a requirement will be met.
Deficiency (FAR 15.001)	"Deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Cost Reasonableness(from FAR 31.201-3)	A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. What is reasonable depends upon a variety of considerations and circumstances, including: (1) Whether it is the type of cost generally recognized as ordinary and necessary for the work to be performed; (2) The contractor's responsibilities to the Government.
Cost Realism (FAR 2.101)	"Cost Realism" means that the costs in an Offeror's proposal: (1) Are realistic for the work to be performed; (2) Reflect a clear understanding of the requirements; and (3) Are consistent with the various elements of the Offeror's technical proposal.
Completeness	The adequacy of the cost proposal, in relation to the SOW, considering whether all costs are included or accounted for. All SOW requirements must be included.

## CLAUSES INCORPORATED BY REFERENCE

52.217-3

Evaluation Exclusive Of Options

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)**

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the

proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.